

Government of Punjab

Public Works Department (B&R)

Punjab Infrastructure Development Board

**COLLECTION OF USER FEE THROUGH USER FEE
COLLECTING AGENCY ON THE BASIS OF COMPETITIVE
BIDDING FOR HIGH LEVEL BRIDGE ACROSS RIVER SUTLEJ
CROSSING NURPUR BEDI - BUNGA SAHIB ROAD AT SARAI KA
PATTAN IN DISTRICT ROOPNAGAR**

REQUEST FOR PROPOSAL (RFP)

Issued By:

Chief Engineer (IP)

Punjab PWD (B&R)

SCO 341 – 342 (2nd Floor)

Sector - 34 A

Chandigarh

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SECTION-I

INVITATION FOR BID/S

Bid document issued to _____

Date of Issue _____

Demand Draft no: _____

Dated: _____

For Rs. 5,000/- (Rupees Five Thousand only)

Bank Details _____

Chief Engineer (IP),
Punjab PWD B&R Branch,
SCO 341-342 (2nd Floor),
Sector 34-A,
Chandigarh.

BID INVITATION NOTICE

Collection of USER FEE through User fee Collecting Agency on the basis of competitive bidding for High Level Bridge across River Sutlej crossing Nurpur Bedi - Bunga Sahib Road at Sarai Ka Pattan (District: Ropar)

The bids are invited on behalf of the Governor of the State of Punjab in his executive capacity for the Government of Punjab, represented by Secretary, Public Works Department (B&R Branch) through Chief Engineer (IP), Punjab PWD B&R Branch, Chandigarh (hereinafter referred to as the "Government") for collection of User Fee for the High Level Bridge across River Sutlej crossing Nurpur Bedi - Bunga Sahib Road at Sarai Ka Pattan (constructed with funds provided by the Punjab Infrastructure Development Board):

S. No	Description	Bid Security (Rs. In	Period of Collection
(1)	(2)	(3)	(4)
	Toll Collection of USER FEE through User fee collecting agency on the basis of competitive bidding for High Level Bridge across River Sutlej on Nurpur Bedi- Bunga Sahib Road at Sarai Ka Pattan (District: Ropar)	Rs.6.5 Lakhs (Rupees Six Lakhs fifty thousand only)	"The Contract shall be for a period of one year (hereinafter referred to as "one") OR Till the plaza is handed over to the other collection agency (OMT Concessionaire) as per directions issued by Government whichever is earlier."

The collection of User Fee will be only from the location at which Toll Plaza has been constructed at Bridge site. The successful bidder shall supply and install Semi automatic User Fee collection system before start of collection of User fee and the system on conclusion of Period of Collection shall be handed over to the Government fully functional. The bidder specifically recognizes this condition and should bid only if this is acceptable.

The document containing the instructions to bidders and form of Contract will be available as under:

Place and period of sale of Bid Documents:	Place: Executive Engineer, Construction Division, Punjab PWD B& R Branch, ROPAR.
Date, Time and Venue of Pre-bid meeting:	On 01/10/2010 at 11.30 hrs Office of Punjab Infrastructure Development Board, SCO 36-38, Sector 34-A, Chandigarh.
Last date, time and venue for submission of bids:	Upto 13.00 hrs on 14/10/2010 Chief Engineer (IP), Punjab PWD B&R Branch, SCO 341-342 (2 nd Floor), Sector 34-A, Chandigarh.
Date & Time of Opening of Technical bids:	Office of Punjab Infrastructure Development Board, SCO 36-38, Sector 34-A, Chandigarh. On 15.00 hrs on 14/10/2010
Date & Time of Opening of Financial bids:	Will be informed separately to the technically successful bidders.

The bid document may be collected by the prospective bidders from the address given above for sale of bid document after depositing Rs.5,000/- (Rupees Five Thousand only) in the form of Demand Draft drawn on any Scheduled bank in favour of "Punjab

Infrastructure Development Board”, payable at Chandigarh. The bid document can also be downloaded from the Government’s website www.pidb.org and cost of document of Rs.5,000/- (Rupees Five Thousand only) may be deposited along with technical bid. The Demand Draft of Rs.5,000/- (Rupees Five Thousand only), payable as cost of document should be of the date on or prior to last date of sale of Bid Document.

The Government will not be responsible for any delay in submission of bids and reserves the right to accept or reject any or all bids without assigning any reason thereof.

Address for Communication:

Chief Engineer (IP),
Punjab PWD B&R Branch,
SCO 341-342 (2nd Floor),
Sector 34-A,
Chandigarh.
Tel no. 0172- 2665573, 2665395, 4619747.
Fax No. 0172-2665478.

SECTION-II

INSTRUCTIONS TO BIDDERS [ITB]

Section I to III will form part of i.e. the Contract document (Section IV of bid document) subsequently to be entered into between the Government, Punjab Infrastructure Development Board (PIDB) and the successful bidder. In case of any conflict, instructions mentioned below will be superseded by the terms and conditions set out in the draft Contract enclosed to the Bidding Documents as contained in SECTION IV and subsequently as entered into between the Government, PIDB and the successful bidder.

1. ELIGIBLE BIDDERS:

- i). This invitation to bid is open to the following entities only:
 - (a) Companies registered under the Indian Companies Act, 1956.
 - (b) Partnership Firms registered under the Indian Partnership Act, 1932.
 - (c) Partnership Firms registered under the Limited Liability Partnership Act, 2008.
 - (d) Proprietary Firms existing for the last five years having minimum experience of collection of User Fee on one Road or Bridge Project (whether in progress or concluded).
 - The entities/ partners (in case of partnership firm which were removed / debarred by National Highways Authority of India (NHAI) based on their performance in toll collection or any other assignment are not eligible for bidding.

- ii). Qualification criteria for eligible bidders:
 - A. Financial Capacity: The Bidders shall have a minimum Net Worth (the "Financial Capacity") equal to or in excess of 1/6th (one –sixth) of the potential annual collection for the High Level Bridge at Sarai Ka Pattan (Refer Clause 17(iii)). The Bidders shall have positive net cash accruals during any two (2) years financial years (no negative cash accruals) out of the last three (3) financial years preceding the Bid due date. Notwithstanding anything to the contrary contained herein, in

the event that the Bid Due Date falls within three (3) months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 3 (three) years for Net Worth, preceding its latest financial year. In case of partnership firm, the combined technical capability and net worth of those members, who have and shall continue to have an equity share of at least 26 % (twenty six percent) will be considered in proportion to their equity share holding in the partnership firms.

- B. Intentionally left blank
- C. The Bidders will enclose with its Bid, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:-
- (i) Certificate(s) from its statutory auditors/ C A firm (duly enrolled with ICAI) in the given format specifying the net worth of the Bidders, as at the close of the preceding financial year. For the purposes of this RFP, net worth (the “Net Worth”) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and accrued liabilities.

(In Rs. crore)

Bidder Type (Clause 1 (i) a to d)	Net Cash Accruals *			Net Worth
	1 st Year	2 nd Year	3 rd Year	

*** Net Cash Accruals shall mean Profit After Tax + Depreciation**

- (ii) An affidavit from the bidder, that the bidder is not involved in any litigation with the NHAI, Punjab PWD B&R Branch and

PIDB.

- (iii) In case of partnership firm an affidavit from all the partners, that the bidder or any of its partners are not involved in any litigation with the NHAI, Punjab PWD B&R Branch and PIDB.
- (iv) A power of Attorney favouring the Authorised Representative from all the partners in case of Partnership firm, Chief Executive 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.
- (v) In case of partnership firm an affidavit from all the partners, that all the partners shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms.

Modification and Withdrawal of Bids

- a. Bidders may modify or withdraw their bids by giving notice in writing at least 24 hours before the deadline prescribed for submission of the bid.
- b. Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 10, with the outer and inner envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**", as appropriate.
- c. The envelopes for modifications on 'Technical Bid' and 'Financial Bid' shall be submitted in separate sealed envelopes and marked as 'Modifications of Technical Bid' or 'Modifications of Financial Bid', as the case may be.
- d. No bid may be modified after the deadline for submission of modification of Bids.
- e. Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity or as extended shall result in the forfeiture of the Bid security pursuant to Clause 11.
- f. Bidders may only offer enhancement to, or otherwise modify the prices of their Bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

2. RIGHT TO ACCEPT OR REJECT ANY OR ALL BID/BIDS

Notwithstanding anything contained in this RFP, the Government reserves the right to accept or 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 there for. The Government reserves the right to reject any Bid 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 Government, the supplemental information sought by the Government for evaluation of the Bid.
- (c) Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Bids have been opened and the highest Bidder gets disqualified/ rejected, then the Government reserves the right to:
 - (i) Consider the remaining Bidders for evaluation & award of work; or
 - (ii) Take any such measure as may be deemed fit in the sole discretion of the Government, including annulment of the Bidding Process.
- (d) In case it is found during the evaluation or at any time before signing of the contract or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Government, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet issued the LOA (letter of acceptance) or entered into of 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 Government to the Bidder, without the Government being liable in any manner whatsoever to the Bidder.
- (e) The Government reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Failure of the Government to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Government there under.

3. TESTS OF RESPONSIVENESS

- (i) Prior to evaluation of BIDs, the Government shall determine whether each Bid is responsive to the requirements of the RFP and Bid shall be considered responsive only if:
 - (a) It is received as per format at Appendix-I.
 - (b) It is received by the Bid Due Date including any extension thereof pursuant to BID invitation notice.
 - (c) All pages numbered & signed, sealed, hard bound and marked as stipulated in Clause 10. It is accompanied by the Power(s) of Attorney as specified in Appendix –II (Ref. Clause 1 (ii) (C) (iv) of RFP).
 - (d) It contains all the information (complete in all respects) as requested in this RFP.
 - (e) It contains information in formats same as those specified in this RFP;
 - (f) It does not contain any condition or qualification;
 - (g) It is accompanied by Solvency Certificate as per requirement of Schedule - III, FORM OF TECHNICAL BID para 4 (v) and it is not non-responsive in terms hereof.
- (ii) The Government 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 Government in respect of such Bid.

4. CLARIFICATIONS

- (i) To facilitate evaluation of BIDs, the Government 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 Government 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 Government 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 Government.

- (iii) No additional document will be obtained/ accepted from the bidders after opening of the technical proposal.

5. COST OF BIDDING:

The bidder shall bear all costs associated with preparation and submission of its bid. The Government will in no case be responsible or liable for any such cost, regardless of the conduct or outcome of the bidding process.

6. ASSESSMENT OF USER FEE REVENUE AND RESTRICTION ON PLACE OF COLLETION OF USER FEE:

- (i) The bidder is advised to visit the Bridge Site and area of influence of the Bridge to 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 Government does not guarantee extent of USER Fee revenue during the Contract period.
- (ii) During the contract period, the successful bidder cannot ask for collection from any other place, for whatever reason. Under all circumstances, USER Fee collection shall be only from the Toll Plaza as built at site. The bidder specifically recognizes this condition and must bid only if this is acceptable.

7. USER FEE RATES:

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

8. REMITTANCE OF AGREED AMOUNT:

The USER Fee shall be collected by the successful bidder and the agreed amount shall be remitted to the Punjab Infrastructure Development Board on calendar month basis, latest by 5th of the following month by way of demand draft/pay order, drawn in favour of the "Punjab Infrastructure Development Board", payable at Chandigarh.

9. LANGUAGE OF BID:

All correspondence and documentation related to the bid exchanged between the bidder and the Government shall be in English language.

10. THE BID (TWO ENVELOPE SYSTEM):

Technical and Financial Bids shall be submitted in original, in separate sealed envelopes, kept in an outer envelope. The Technical and Financial Bid shall be duly sealed, signed and marked with the title of the bid as per following details, along with name/address of the bidder submitting the bid by the last date & time specified in the bid documents.

(A) **Technical Bid (to be submitted in hard bound form with all pages duly numbered & signed)**

“Technical Bid for Collection of User Fee through user fee collecting agency on the basis of competitive bidding for High Level Bridge across River Sutlej crossing Nurpur Bedi – Bunga Sahib at Sarai Ka Pattan (District: Ropar) for 1 (one) year (refer to clause 2) from.....(00.00 hrs) to(24.00 hrs).

(B) **Financial Bid**

“Financial Bid for Collection of User Fee through user fee collecting agency on the basis of competitive bidding for High Level Bridge across River Sutlej crossing Nurpur Bedi – Bunga Sahib at Sarai Ka Pattan (District: Ropar) for 1 (one) year from (00.00 hrs) to (24.00 hrs).

The details of the bid shall be as follows:

10.1 ENVELOPE- 1:

TECHNICAL BID:

Technical Bid in the form contained in the Bidding Documents strictly confirming to **Schedule-III** of the RFP.

10.2 ENVELOPE - 2:

FINANCIAL BID:

Financial bid in the Form contained in the Bidding Document strictly conforming to **Schedule IV** of the RFP.

11. BID SECURITY:

- i). The bidder shall furnish, as part of its bid, a bid security amounting to Rs.6.5 lakhs (Rupees Six lakhs fifty thousand only). The bid security shall be in the form of Deposit-at-call Receipt/Fixed Deposit Receipt' from any scheduled Indian Bank or a foreign Bank located in India and approved by the Reserve

Bank of India in favour of 'Executive Engineer, Construction Division, Punjab PWD B&R Branch, Ropar' payable at Ropar.

- ii). The bid security of other two next highest bidders will be returned by the Government without any interest only after the highest bidder enters into a Contract and after handing over the USER Fee collection booths/plaza to the highest bidder, or after the period allowed for signing the contract has expired whichever is later. The Government shall not pay any interest on any amount deposited by way of bid security by any bidder whether successful or otherwise.
- iii). The bid security shall be forfeited by the Government under the following circumstances:
 - (a) If the bidder withdraws its bid during the period of bid validity; or
 - (b) If the bidder does not accept the correction of the bid price, pursuance to sub-clause 16(iii); or
 - (c) In case the successful bidder fails within the specified period to furnish the required performance security.
- iv). The Government may at the successful Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in terms of Clause-22 hereof.

12. NON-RESPONSIVENESS:

A bid not accompanied by an acceptable Bid Security or any of the details stipulated vide Clause 3 shall be treated as non-responsive in terms of the Bidding Document and shall be rejected.

13. BID VALIDITY:

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 extended period as is mutually agreed upon.

14. DEADLINE FOR SUBMISSION OF THE BID:

The completed bids shall be submitted in sealed cover at office of Chief Engineer (IP), Punjab PWD B&R Branch, SCO 341-342 (2nd Floor), Sector 34-A, Chandigarh as per the date and the time specified in the Bid Invitation Notice.

1. Bids will be opened as per the date and time and venue mentioned in the bid invitation notice and in the presence of sole authorized representative of the bidder, who choose to attend. In the event of the specified date of bid submission or pre-bid meeting or bid opening being declared a holiday for the Government the bid shall be received/opened on the next official working day at same time. The risk of delay/loss in transmission by post/courier rests with the bidder. No claim in this regard will be entertained.
2. The Government may at its discretion, extend the deadline for submission and opening of bids by issuing addendum by way of an advertisement in any of the newspapers or by merely placing an addendum on the website i.e. (www.pidb.org) only.

15. PRE-BID MEETING FOR CLARIFICATION OF BIDS:

Pre bid meeting will be held as per the date, time and venue mentioned in the Bid Invitation Notice and in case of extension of time under clause 14(3) on such date and time as may be notified in any of the newspapers or through website (www.pidb.org). All clarifications issued/provided during such meeting, will have to be incorporated in the Contract and will have no independent value/ meaning, if not incorporated in the Contract. Necessary modification in the document, if any, after pre-bid meet shall be hosted on website (www.pidb.org) within 7 (seven) days of pre-bid meeting.

16. BID EVALUATION:

Following procedure will be adopted for evaluation of Bids:

- i. **OPENING OF TECHNICAL BID:**
 - (a) Envelope of Technical Bid containing the technical bid shall be opened and the contents shall be cross-checked to establish the responsiveness of the bid as per Clause 3 and 12 above. The bids that meet the criteria for responsiveness shall only be evaluated further for their Technical and Financial Bid. The Bid Security of the technically disqualified bidders would be returned within 15 (fifteen) days from the date of opening of technical bid, without any interest.
 - (b) The bidder will propose a methodology for USER Fee collection considering the manpower which is mandatory to be engaged at the Toll plaza as per Schedule-V, waiting time of a vehicle at the plaza, internal check system to avoid over charging, grievance redresser system, training programme for the collection staff, etc.

ii. **OPENING OF FINANCIAL BID:**

Envelope of Financial Bid of technically qualified Bidders are proposed to be opened as per the date, time and venue which shall be intimated to the technically qualified bidders in the presence of those qualified Bidders or their sole authorized representatives, who elect to be present during the process of said bid opening. Conditional financial bids shall be rejected by the Government.

iii. **CORRECTION OF ERRORS:**

Bids determined to be substantially responsive will be checked by the Government for any arithmetical error. Errors will be corrected by the Government as follows:

- a) Where there is any discrepancy between the amounts in figures and in words, the amount in words shall prevail; and
- b) Where there is discrepancy between the total amount payable for a period and amount to be paid per month, the total amount for that period shall prevail;
- c) The amount stated in the bid will be adjusted by the Government 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.

17. FINANCIAL INFORMATION FOR PURPOSES OF EVALUATION

- (i) The Bid must be accompanied by the Audited Annual Reports of the Bidder for the last 3 (three) financial years, preceding the year in which the Bid is made.
- (ii) In case the annual accounts for the latest financial year are not audited and therefore the Bidder could not make it available, the Bidder shall give an undertaking to the same effect and the statutory auditor/ C A Firm (duly enrolled with ICAI) shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for three years preceding the year for which the Audited Annual Report is not being provided.
- (iii) The Bidder must establish a minimum Net Worth of **Rs. 50 Lakhs (Rupees Fifty Lakhs only)**, as specified in Clause 1(ii) (A), Instructions to Bidders and provide details as per format at Annex-II of Appendix-I.

18. EVALUATION AND COMPARISON OF FINANCIAL BIDS

Evaluation of Financial Bids will be done on the highest quote basis. Any terms and conditions with the quote will make the bid nonresponsive.

19. AWARD OF USER FEE COLLECTION RIGHTS

The bidder whose quoted bid amount is found highest shall be declared as the successful bidder. However, the bidder specifically undertakes that the Contract will be only for **1 (one) year**. However, in case of Bridge going to OMT Concessionaire, the Government reserves the right to reduce the period of Contract without any compensation and in such case of early termination of contract, the total amount payable by the Contractor to the Government will be proportionately modified depending upon the period and compensation at depreciated value towards expenditure on providing and installation of semi-automatic User Fee collection system with all the hardware and software.

The successful bidder may be required to furnish such additional information as may be required by the Government.

- 20.** Notwithstanding the above, the Government reserves the right to accept or reject any bid and to annul the bidding process and reject any or all the Bids, at any time prior to Award of the User Fee Collection Rights, in its sole discretion without assigning any reason and without thereby incurring any liability to the affected bidder(s) or without any obligation to inform the affected bidder(s) the grounds on the basis of which the Government has rejected the bid(s).

21. NOTIFICATION OF AWARD

Prior to expiration of the period of bid, the Government will notify the successful bidder in writing that its bid has been accepted. "Letter of Acceptance (LOA)" as given in Section-III of Bid Documents shall specify the amounts, which the successful bidder shall pay to the Government during the **one (1) year period** and the necessary formalities to be completed by the successful bidder before signing the "Form of Contract" as given in Section IV of Bid Documents. Once signed, the Contract will supersede all previous communications, correspondence, minutes etc. and will be the sole repository of the terms and conditions governing the Contract notwithstanding anything to the contrary stated in the bid documents, correspondences and meetings.

22. PERFORMANCE SECURITY

Within ten (10) days from the date of issuance of the "Letter of Acceptance", the successful bidder shall furnish to the Government performance security consisting of:

- a) a crossed account payee demand draft/pay order drawn on any scheduled Indian Bank or a Foreign Bank located in India and approved by the Reserve Bank of India amounting to Rs. /- (Rupees.....only) (an amount equal to one (1) months' agreed remittance) in favour of "Punjab Infrastructure Development Board", payable at Chandigarh; and
- (b) a bank guarantee as per the format prescribed by Punjab Infrastructure Development Board from any scheduled Indian Bank or a Foreign Bank located in India and approved by the Reserve Bank of India for Rs./- (Rupees.....only) (an amount equal to one (1) months' agreed remittance), valid for a period of 14 (fourteen) months, for due observance of the terms and conditions contained herein and the performance of its obligation as per the Contract to be entered into for 1 (one) year.

If the successful bidder desires that the bid security of Rs./- (Rupeesonly) 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.

The Performance Security shall be forfeited by the Government under the following circumstances:

- (a) if the successful bidder fails to sign the Contract.
- (b) If the successful bidder fails to 'Get the Contract engrossed' within the stipulated period,
- (c) In accordance with the provision of the Contract.

23. SIGNING OF CONTRACT:

After furnishing Performance Security to the Government and within 21 (twenty one) 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 as per the terms of Contract in the Punjab State, unless exempted by any law for the time in force. Successful bidder's failure to sign the Contract within 21 (twenty one) days after furnishing the Performance Security shall result in forfeiture of the Performance Security. All rights, delegations and functions of the successful bidder shall be governed by the terms of draft Contract given under Section IV of Bid Documents and as subsequently entered

into.

24. Amendment to Instructions to Bidder

- (i) The Government may, at any time prior to last date of submission of bid, whether at its own initiative or in response to a clarification requested by the Prospective Bidders, modify the bid document by issuing addendum by way of an advertisement in any of the newspapers or by merely placing an addendum on the website i.e. www.pidb.org, only.
- (ii) In order to afford prospective bidder's reasonable time to take the Addendum into account for the preparation of bid, the Government may, at his discretion, extend the deadline for the submission of bids in accordance with Clause 14(3) above.

25. MISCELLANEOUS

- (i) The Bidding Process shall be governed by, and construed in accordance with the laws of India and the Principal Courts at Chandigarh shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with the Bidding Process.
- (ii) The Government, 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 Government 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.
- (iii) It shall be deemed that by submitting the Bid, the Bidder agrees and releases the, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, 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 herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

(To be issued in duplicate, one copy marked as original and the other as duplicate)

SECTION III
FORM OF LETTER OF ACCEPTANCE (LOA)

No:

Date:

To

Sub: Collection of user fee the basis of competitive bidding for High Level Bridge across River Sutlej crossing Nurpur Bedi – Bunga Sahib Road at Sarai Ka Pattan (District: Ropar).

Ref: Your offer dated _____ submitted pursuant to the referred notice

Dear Sir,

Your above mentioned offer for engagement as the User fee collecting agency for collection of USER Fee on the basis of competitive bidding for High Level Bridge across River Sutlej crossing Nurpur Bedi – Bunga Sahib Road at Sarai Ka Pattan (District: Ropar) has been accepted by the competent authority on the terms and conditions of Contract forming part of the bid documents submitted by you.

As per “Instruction to the Bidders” and terms contained in the “Form of the Contract”, both being the part of bid documents within 10 (ten) days of date of this letter, you have to submit Performance Security consisting of;

(a) a crossed account payee demand draft/pay order drawn on any scheduled Indian Bank or a Foreign Bank located in India and approved by the Reserve Bank of India amounting to Rs./- (Rupees.....only) (an amount equal to one (1) months’ agreed remittance) in favour of “Punjab Infrastructure Development Board”, payable at Chandigarh; and

(b) a Bank Guarantee as per the format prescribed by Punjab Infrastructure Development Board from any scheduled Indian Bank or a Foreign Bank located in India and approved by the Reserve Bank of India for Rs./- (Rupees.....only)(an amount equal to one (1) month’s agreed remittance), valid for a period of 14 (fourteen) months, for due observance of the terms and conditions contained herein and the performance of its obligation as per the Contract to be entered into for 1 (one) year. The bid security of Rs......./- (Rupees only) can be adjusted towards performance security on your

request in writing in this behalf.

The bid security shall be forfeited by the Government, in case you fail within the specified period to furnish the required performance security. You shall also be required to sign the contract within 21 (twenty one) days from the date of receipt of the Performance Security and on failure to do so, the entire performance security including bid security and bank guarantee shall be liable to be forfeited and invoked. In the event of your failure to submit the performance security, the Acceptance Letter for award of contract in your favour shall automatically be terminated without further notice. In such a case, your engagement shall forthwith automatically stand terminated and thereupon, without prejudice to any other rights and remedies of the Government, the Government 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 and submit the required performance security within the specified period so that the Contract as per the draft enclosed, could be signed within the specified period.

Thanking you,

Yours faithfully

For Governor of Punjab represented by Chief Engineer (IP)

(Signature)

Name:-

Designation:

Accepted unconditionally including the draft of the contract.

(Signature)**

Name:-

Name of the Regd. partnership firm/Company / Ltd. Company/Proprietary firm (*whichever is applicable*)

Designation:

Place:-

Dated:-

** *Please affix common seal.*

Appendix- I

Letter Comprising the BID for collection of USER Fee through user fee collecting agency on the basis of competitive bidding

Refer Clause 1(ii) (C) of Section II

To

The Chief Engineer (IP),
Punjab PWD B&R Branch,
SCO 341-342 (2nd Floor), Sector 34-A,
Chandigarh.

Subject: BID for Collection of user fee the basis of competitive bidding for High Level Bridge across River Sutlej crossing Nurpur Bedi – Bunga Sahib Road at Sarai Ka Pattan District: Ropar).

Dear Sir,

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

1. All information provided in the BID and in Annexes I to IV is 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 Government any additional information it may find necessary or require to supplement or authenticate the eligibility conditions laid down in RFP.
4. I/ We acknowledge the right of the Government to reject our BID without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/ We certify that in the last three years, we/ any of the partner(s)/ member(s)/ director(s) have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any Work of contract nor have had any contract terminated for breach on our part.

6. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Government.
 - (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 Government or any other public sector enterprise or any State Government, or Central Government.
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, without incurring any liability to the Bidders, in accordance with any of the Clause of the RFP document.
8. I/ We believe that I/we satisfy (ies) the Net Worth criteria and meet(s) all the requirements as specified in the RFP document and are/ is qualified to submit this Bid.
9. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the work or which relates to a grave offence that outrages the moral sense of the community.
10. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by me or by any of my/our Associates / partner(s)/member(s)/director(s).
11. I/ We further certify that no investigation by a regulatory authority is pending either against me/us or against my/our Associates / partners.
12. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Government of the same immediately.
13. The Statement of Legal Capacity as per format provided at Annex-III in Appendix-I of the RFP document, and duly signed, is enclosed. The Power of Attorney favouring the Authorized Representative from all the partners in case of Partnership Firm, 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 format provided at Appendix II and III respectively of the RFP, are also enclosed
14. I/ We, hereby irrevocably waive any right which we may have at any stage at law or

howsoever otherwise arising to challenge or question any decision taken by the Government in connection with the selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Work and the terms and implementation thereof.

15. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
16. I/ We certify that in terms of the RFP, my/our Net worth is Rs..... (Rs.only). In witness thereof, I/We submit this BID under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

Place:

(Signature of the Authorized Signatory)

(Name and designation of the Authorized Signatory)

Name and seal of the BIDDER

ANNEX-I
Details of BIDDER

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

ANNEX-II

Financial Capacity of the BIDDER

(Refer to Clauses 1 (ii)(A & B) of the Section-II)

(In Rs. crore)

Bidder Type	Net Cash Accruals			NET WORTH
	1st Year	2nd Year	3rd Year	
*				

Name & address of bidder's Bankers:

.....

.....

* Whether a Company, Partnership firm, Proprietary firm

INSTRUCTIONS:

1. The bidder shall attach copies of the balance sheets and financial statements for 3 (three) years preceding the BID Due Date. The financial statements shall:
 - #(a) reflect the financial situation of the bidder and its partners where the bidder is relying on its partners financials;
 - (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 accepted).

2. Net Cash Accruals shall mean “Profit After Tax +Depreciation”.
3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) Less (Revaluation reserves + Miscellaneous expenditure not written off + Accrued liabilities).
4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the BID Due Date falls within three months of the close of the latest financial year, refer to Clause 17 (ii) of Section II.
5. The bidder shall also provide the name and address of the Bankers to the bidder.
6. The bidder shall provide an Auditor’s/ C A Firm (duly enrolled with the ICAI) Certificate specifying the net worth of the bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 1 (ii) (A) of the RFP document.
7. The bidder shall provide an Auditor’s / C A Firm (duly enrolled with the ICAI) Certificate specifying the net worth of the bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 1 (ii) (A) of Section II.

ANNEX-III

Reference para 13 of Appendix-I

Statement of Legal Capacity

(To be forwarded on the letterhead of the BIDDER)

Ref.

Date:

To

The Chief Engineer (IP),
Punjab PWD B&R Branch,
SCO 341-342 (2nd Floor),
Sector 34-A,
Chandigarh.

Dear Sir,

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

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

Thanking you,

Yours faithfully,

Authorized Signatory

For and on behalf of

ANNEX-IV

Statement of USER Fee collection work-in hand

<i>Sr. No.</i>	<i>Name of section/ chain age</i>	<i>Name of Plaza</i>	<i>Name of PIU/CMU</i>	<i>Net worth required for the work</i>	<i>Date of award</i>

Statement of USER Fee collection work-bid submitted

<i>Sr. No.</i>	<i>Name of section/ chain age</i>	<i>Name of Plaza</i>	<i>Name of PIU/CMU</i>	<i>Net worth required for the work</i>	<i>Status of award</i>

APPENDIX- II

Power of Attorney for signing of BID

(Refer Clause 1 (ii) C (iv) of Section II)

Know all men by these presents, We.....
(name of the firm/company 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 as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our BID for the “work of Collection of USER Fee for High Level Bridge across River Sutlej crossing Nurpur Bedi- Bunga Sahib Road at Sarai Ka Pattan” proposed by the Governor of the State of Punjab in his executive capacity for the Government of Punjab, represented by Secretary, Public Works Department (B&R Branch) through Chief Engineer (IP), Punjab PWD B&R Branch, Chandigarh (hereinafter referred to as the “Government”) including but not limited to signing and submission of BID, and other documents and writings, participate in conferences/ meetings and providing information/ responses to the Government, representing us in all matters before the Government, signing and execution all contracts for the “work of Collection of USER Fee for High Level Bridge across River Sutlej crossing Nurpur Bedi- Bunga Sahib Road at Sarai Ka Pattan” and undertaking consequent to acceptance of our bid, and generally dealing with the Government in all matters in connection with or relating to or arising out of our bid for the said Work and/ or upon award thereof to us and/or till the entering into of the contract with the Government.

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

In witness whereof we,, the above named principal have executed

this power of attorney on this day of....., 20.. .

For

(Signature)

(Name, Title and Address)

Witnesses:

1. Accepted

2. Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

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.*

Notarized)

SECTION IV

CONTRACT

This Contract is made at Chandigarh, on this the ____ day of _____, 2010 by and among the Governor of the State of Punjab in his executive capacity for the Government of Punjab, represented by Secretary, Public Works Department B&R Branch hereinafter referred to as “the **Government**” (which expression shall, unless repugnant to the context or meaning thereof, include its administrators, and assigns);

AND

PUNJAB INFRASTRUCTURE DEVELOPMENT BOARD incorporated under the Punjab Infrastructure (Development & Regulation) Act, 2002 acting through its Managing Director, hereinafter referred to as “**PIDB**” or “**Confirming party**” (which expression shall, unless the context otherwise requires, include its successors and assigns);

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.dated.

Or

(b) * M/s _____, a Partnership firm, registered under the India 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.....dated.....

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..... date.....

Or

(d) *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 was incorporated in the year.....

hereinafter referred to as “**the Contractor**” (which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and permitted assigns).

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

PREAMBLE

WHEREAS

- (A) A High Level Bridge across River Sutlej crossing Nurpur Bedi – Bunga Sahib Road at Sarai Ka Pattan (District: Ropar) has been constructed by Chief Engineer (IP), Punjab PWD B&R Branch, Chandigarh with funds provided by Punjab Infrastructure Development Board from its resources.

- (B) The Punjab Infrastructure Development Board has resolved to impose User Fee on High Level Bridge across River Sutlej crossing Nurpur Bedi_- Bunga Sahib Road at Sarai Ka Pattan (District: Ropar) in view of provisions of Punjab Infrastructure (Development & Regulation) Act, 2002 (hereinafter the “**Act**”) and intends to appoint a Collection Agency for collection of User Fee for one year in accordance with terms and conditions to be set forth in this Agreement.

- (C) For and behalf of the Government, and the Punjab Infrastructure Development Board, in pursuance of the provisions of the Act, the Chief Engineer (IP), Punjab PWD B&R Branch, Chandigarh has invited proposals by its Tender Notice No..... dated prescribing the technical and commercial terms and conditions .

- (D) After evaluation of the Bids received, the Government had accepted the bid of theand has issued its Letter of Acceptance No.dated(hereinafter called the “LOA”) to the Contractor requiring, inter alia, for submission of Performance security within ten (10) days of day of issuance of LOA and the execution of this Agreement within twenty one (21) days of from the date of receipt of performance security.

- (E) The Contractor has quoted in its offer that, in lieu of transferring Punjab Government’s User Fee collection rights for the said bridge for aforementioned period, the Contractor shall remit the following amount to the Government so as to be received by the Punjab Infrastructure Development Board latest by 5th of the following month as indicated below by way of a demand draft/pay order in favour of Managing Director, Punjab Infrastructure Development Board, payable at Chandigarh for the said bridge. The remittance shall be as follows:-

S.No.	Period	Total Amount Payable by the Bidder to the Government for the period mentioned in column B	Amount to be paid per month
A.	B.	C.	D.
	**From _____ hours On ____ / ____ /2010 To _____ hours on ____ / ____ /2011.	Rs. _____ /- (Rupees _____ only)	Rs. _____ /- (Rupees _____ only)

*** dates shall be filled as per authorization by the Government after the Contractor has supplied and installed of semi automatic User fee collection system to the satisfaction of the of the Chief Engineer (IP) and Authorized Representative of the Government.*

(F) The Government has authorized the Executive Engineer, Construction Division, Punjab PWD B&R Branch, Ropar (to be authorized), (hereinafter referred to as “**the said authorized representative**”) to supervise the discharge of various functions to be performed by the Contractor under this Contract.

(G) The Contractor has authorised Sh. / Smt. _____ S/o or D/o _____, who _____ is _____ (/Partner/Director/Member) of the Contractor to enter into this Contract with the Government. *(Enclose the proof of authorization clearly stating relation of the person authorized, with the Contractor)*

(H) 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 Government.

Now therefore this contract witnesses in clauses as follows:

1. ENGAGEMENT OF CONTRACTOR:

In consideration of the premises, the Government hereby engages the Contractor and the Contractor do hereby agrees to act as the Contractor of the Government for collection of USER Fee for the use of the said bridge.

2. PERIOD OF CONTRACT:

“The Contract shall be for a period of one year beginning on *[insert date]* from..... (0.00 hours) to(24.00 hours) (hereinafter referred to as “**one year**”) as per authorization issued by the Government OR till the Bridge is handed over to the other collection agency (OMT Concessionaire.) as per directions issued by Government, whichever is earlier.” However, in case of Bridge going for OMT Concessionaire the Government reserves the right to reduce the period of contract without any compensation and in such case of early termination of contract, the total amount payable by the Contractor to the Government will be proportionately modified depending on the period and compensation at depreciated value towards expenditure on providing and installation of semi-automatic User Fee collection system with all the hardware and software.

3. RATE OF USER FEE:

- (a) The Contractor shall collect User Fees at such rates only and from such vehicles as per provisions of Schedule-I.
- (b) The Contractor specifically undertakes not to claim during continuity of the Contract any change including addition, deletion and change in the classification mentioned or the rate of User Fee appended to this Contract as Schedule-I for any reason whatsoever, under any circumstances.
- (c) The Contractor shall not be allowed to make its own interpretation about a particular type of vehicle attracting a particular rate so as to charge a higher rate from a particular type of vehicles. Decision of the Government on such matter shall be final and binding.

4. COLLECTION ONLY AT PRESCRIBED RATE:

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

5. CHANGE IN THE RATE OF USER FEE:

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

- (b) In case, any variation in the prescribed USER Fee rate for all or a particular category of the vehicles is effected, sought or permitted by the Punjab Government, the amount payable by the Contractor to the Government for the period from which such variation has come/comes into force, shall be adjusted proportionately on the basis of USER Fee rates specified in Schedule-I and vis-a-vis the new USER Fee rates as detailed in sub-clause (c) hereunder.
- (c) The amount to be increased/reduced shall be worked out based on:
- (i) actual weighted average percentage contribution by the effected category of the vehicles during 6 (six) calendar months immediately preceding the month from which the variation is effected or the actual period of collection, whichever is less, in the total collection of that period for all types of vehicles.
 - (ii) revised percentage contribution for the affected category of vehicles, if the increase or decrease is effected on same volume of the average daily traffic as was used for working out actual average percentage contribution, based on new rate.
 - (iii) difference between (i) and (ii) would be applied to determine the total amount for working out revised amount payable to the Government. Provided in case of introducing a new category of vehicles not subjected to levy of USER Fee earlier, an estimate of the traffic will be made on the basis of actual collection of current month for immediate purposes. At latter stage the effect would be re-calculated on the basis of actual collection for six (6) months or of the remaining tenure of the Contract whichever is earlier. For this purpose the Contractor would submit a monthly collection statement to Government for the effected period in the format suggested by Government. For this purpose Government would have full liberty to check by any mean or method whether the collection given is actual one.

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

6. COMMENCEMENT AND TERMINATION OF USER FEE COLLECTION:

- (a) Subject to Clause 2 of the Contract, the USER Fee collection shall commence from the date as communicated by the Government in writing which may be even at variance from the dates mentioned elsewhere and terminate on expiry of one year. The date shall be determined by adding 21 (twenty one) days to date of submission of performance security for signing of Agreement and another 10 (ten) days for completion of work of procurement and installation semi automatic User fee collection system.

The Government can also change the date communicated earlier for commencement of collection of USER Fee for any reason(s), as considered necessary.

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

- (a) The right to collect USER Fee shall come to an end on the expiry of a period of one year (refer to clause 2) reckoned from date as communicated by the Government for collection of USER Fee.
- (b) In no case, the Contractor shall have a right to demand continuance or extension of the contract period beyond the period of one year.
- (d) That User Fee shall not be collected from any category of vehicles during any 'religious festival' as may be declared by the Government or its authorized representative limited to maximum number of 7 (seven) days) in any financial year.

7. EXEMPTION OF VEHICLES AND CONCESSION:

- (a) Type(s) of vehicles exempted as stated in the Schedule-II appended to this Contract could be varied at any time either by the Punjab Government or by the Government of India. Such variance, unless impact on his collection is considered more than half a percent ($1/2\%$) in a year requiring renegotiation of terms of the Contract, shall not alter the liability of the Contractor to remit the specified monthly amount and shall also not affect any other terms and conditions of this Contract.
- (b) All exemptions available to users under the Indian Toll (Army and Air Force) Act, 1901

and rules there under, further extended to officials of Indian Navy, shall be honoured by the Contractor.

- (c) The Contractor shall ensure to provide monthly and daily pass for multiple journey in case of Local Users as defined in Schedule-II. In case of any dispute about eligibility of any user about a particular concession or about the operating procedure, the decision of the Government or its authorized representative shall be final and binding.
- (c) If the Government 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 payable from such eligible user as penalty within 7 (seven) days of the issue of a notice by the authorized representative of the Government in this regard.

8. PLACE OF COLLECTION:

- (a) The Contractor shall collect User Fees only at Toll Plaza as constructed for the said bridge. Such booth(s)/plaza/plaza area cannot be used or allowed by the Contractor to be used by others for any other purpose; including for sale of any commodity or advertisement. Any advertisement in plaza area is strictly prohibited. Any deviation will be treated as non-compliance under Clause 35(4).
- (b) The Contractor undertakes not to demand any additional place for collection of USER Fee or for installation of check barriers under any circumstances and for any reason whatsoever. The Contractor also undertakes not to collect USER Fee from any other place. The decision of the Government in this regard shall be final and binding.
- (c) The Government reserves the right to change the location of Toll Plaza. In case of Toll plaza being closed by any notification of the Government, the Contract shall be come to an end and the performance guarantee of the Contractor shall be refunded in compliance to other provision of the Contract in this regard.

9. DIVERSIONS:

- (a) The Contractor has surveyed the said Bridge and surrounding area including any access or diversion(s) and the Contractor has submitted its bid taking into consideration all such access or diversion(s), whether existing or likely in the future which any road user may opt , inter-alia, to avoid payment of the USER Fee by bypassing the USER Fee collection booths.
- (b) The Contractor undertakes that, it shall not make any claim for any decrease in traffic

on the ground of diversion of the traffic as per clause 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 (i) close; and (ii) demand closure by any Government whatsoever, of any lateral entry to the said section of the Bridge for which USER Fee is to be collected. The Contractor recognizes that all tollable traffic on the said bridge may not pass through the USER Fee collection booth or USER Fee plaza.

10. HANDING OVER THE USER FEE PLAZA:

- (a) The Government shall endeavour to hand over the USER Fee Plaza collection Booths at Bridge site on submission of performance security by the Contractor to facilitate installation of semi automatic User fee collection system. The Contractor shall ensure to make the said system functional within ten (10) days of signing of the Agreement.
- (b) In case the Contractor fails to procure, install and make the semi automatic User fee collection system functional with the period specified under Clause 10(a) above, the Contractor's obligation to remit the agreed amount will begin from the date of as laid in Clause 10(a) itself, without any extension in the period of the Contract.
- (c) In case, the Government fails to handover the User Fee Plaza on the date and time mentioned in Clause (a) above and hands over the same anytime after the date and time mentioned in clause (a), the Contractor is entitled for same period of the Contract as provided under clause 2, without any reduction in the period of the Contract.
- (d) In such case as mentioned in (b) and (c) above, the contract period along with the obligation of total amount payable by the Contractor to the Government as mentioned under column B (i.e. Period) & C (i.e. total amount payable by the Contractor to the Government) 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 on 00.00 hours 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 _____hours of the following day of the completion period of the Contract or in case of termination of the Contract on the last day and the time given in notice for termination to the Government together with all the equipments, facilities and articles in good, functional and working condition, the Contractor shall be liable to pay, to the

Government a penalty equal to twice the daily average amount, arrived on the basis of quoted amount in the bid, for each day in addition to payment of proportionate User Fee at the Contract rate for the period of over stay. The Contractor shall also be liable to pay to the Government such cost of infrastructural facilities, equipment and all other articles as are not in good condition or as may be fixed by the Government and decision of the Chief Engineer (IP) in the matter shall be final.

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

- (a) The rates of User Fee, the categories of vehicles exempted from payment of User Fee and the name, address and telephone number of the Government authorized representative, to whom complaints, if any, should be addressed, shall be conspicuously and prominently displayed 200m ahead of the User Fee collection booths, 100m ahead of the User Fee collection booths and at the User Fee collection booths also. The height of the display boards and size of letters being such that it is easy for drivers to read. The display boards shall be provided by the Contractor.
- (b) The Contractor shall provide a copy of same to road user on demand upon payment of copying charges on a 'no profit no loss' basis.

12. REQUIREMENT OF PERSONNEL FOR USER FEE COLLECTION:

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

The number, qualification & experience of Key personnel to be deployed is to be in accordance with the details given in Schedule-V of this Contract. However, the Government reserves the right to serve directions for any increase in staff to be deployed by the Contractor, for the purpose of User Fee Collection for ensuring free flow of traffic.

13. DEPLOYMENT OF PERSONNEL:

- (a) The Contractor shall ensure that the personnel deployed by it for discharging its duties under this Contract are of good health, of highest integrity, disciplined, well

dressed, well behaved and Key Personnel of qualification & experience prescribed in schedule-V.

- (b) The Contractor shall furnish to the Government a list, in addition to the list of key personnel provided with the bid, of persons deployed for the purpose of discharging its obligations under the Contract, containing all the details like their educational qualifications, experience, training undergone, good health, good character, personal residential addresses and recent photographs. The required details will be provided in the format given in Schedule-VI of this contract, after issue of letter of Acceptance but before signing of the contract agreement.
- (c) The uniform of the personnel deployed shall necessarily bear the name of the individual and the name of the Contractor. Navy blue Trouser and sky blue check shirt will be the uniform for collection staff for summer. In winter navy blue pullover, warm navy blue trouser and sky blue check shirt will be the uniform of collection staff. Shoes and socks should be Black. The shirt should bear the name of the agency and the employee displayed in embroidery in readable size.
- (d) The Government 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 Government shall be removed by the Contractor forthwith and replaced within a day from such removal.
- (e) The personnel deployed by the Contractor shall not misconduct/misbehave with the members of public and shall observe strict discipline and decency in their behavior.
- (f) The Government 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 Government.
- (g) The Contractor specifically agrees that the personnel deployed by it, will not in any way claim employment with the Government. The Contractor shall be solely responsible for any dispute raised by the personnel deployed by him either during the term of the Contract or thereafter.
- (h) The frequent replacement of key personnel is not desirable unless they are found involved in malpractices or non compliances. However, if need be, the permission of replacement of key personnel will be obtained from the authorized representative of Government in advance. The authorized representative, if satisfied with the reasons

submitted to him, may allow such replacement after verifying the CVs strictly in accordance with the requirements prescribed in schedule-V.

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 Government 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 Government 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 Government 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 Government. The decision of the Government in this regard shall be final and binding on the Contractor.

15. PROVISION OF INFRASTRUCTURE:

- (a) For efficient and uninterrupted User Fee collection, the Contractor shall procure, install and commission Semi automatic User fee collection system, with all the hardware and software, uninterrupted electric supply source, signages, illumination of Toll Plaza and road markings as per IRC norms and Good Industry Practice to the entire satisfaction of the Chief Engineer (IP) and authorized representative of the Government before start of collection of User fee. Brief specifications of semi automatic User fee collection system are appended at Schedule-VIII. On the completion of contract period of one year the Contractor shall hand over the Semi automatic User fee collection system in good, functional and working condition to the Government or its authorized representative.

- (b) In the event of non payment by the Contractor of any dues of any authority, the Government shall deduct the same from the Performance Security of the Contractor and Contractor shall be under obligation to replenish the Performance Security within fifteen (15) days from notice in this regard by the Government.
- (c) All expenses for printing receipts or passes to be issued to users shall be borne by the Contractor. The Contractor shall abide by the instructions of the Government in the matter of its format or size or language.
- (d) An inventory (along with the condition) of entire infrastructural facility shall be prepared and duly signed by both the Contractor and authorized representative of the Government at the time of handing over or taking over of the User Fee Plaza.
- (e) The Contractor shall abide by all the instructions issued by the Government 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.
- (f) The Contractor shall make necessary arrangements for power/lighting to ensure proper working of the User Fee plaza including various office equipment installed, maintaining and running all electric arrangements and stand-by generator along with electric lighting and bearing all expenses thereon during the entire period of this Contract and paying punctually electricity and water charges in respect of the User Fee plaza /collection booths as they become due and payable during period of this Contract.
- (g) The Contractor shall keep the riding surface of the surrounding area (500 m both side) of User Fee Plaza /collection booths in traffic worthy condition and maintain (cleanliness etc.) the same during the subsistence of this Contract. However the repair of the road section including surrounding area will be the responsibility of the Government through the Contractor who has executed the work of construction of Bridge.

16. INSURANCE:

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

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

17. PERFORMANCE SECURITY:

- (a) The Contractor has furnished a security deposit towards Performance Security consisting of (a) a crossed account payee demand draft/pay order drawn on any scheduled Indian Bank or a Foreign Bank located in India and approved by the Reserve Bank of India amounting to Rs.-/- (Rupeesonly) (an amount equal to one (1) months' agreed remittance) in favour of "Punjab Infrastructure Development Board", payable at Chandigarh and (b) a bank guarantee as per the format prescribed by Punjab Infrastructure Development Board from any scheduled Indian Bank or a Foreign Bank located in India and approved by the Reserve Bank of India for Rs.-/- (Rupees.....only) (an amount equal to one (1) months' agreed remittance), valid for a period of 14 (fourteen) months, for due observance of the terms and conditions contained herein and the performance of its obligation as per the Contract to be entered into for 1 (one) year.
- (b) The said Performance Security including the Bid Security, shall not bear any interest except when the collection is not started within 120 (one hundred twenty) days of signing of the Contract for the reasons not attributable to the Contractor. In such a case, interest @ 8% (eight percent) p.a. shall be paid for the period beyond 120 days. Performance Security shall be refunded within 90 (ninety) days after settlement of all the accounts by the Contractor and upon issuance of no due certificate by the Government. No Objection Certificate shall be issued not later and within 7 (seven) days immediately after settlement of accounts.
- (c)
 - (i) The Government shall also be competent to utilize the said Performance Security against any loss or damage caused to the property of the Government by any act of omission and/or commission by the Contractor or its agents and servants or adjust it towards any claim of the Government.
 - (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 Government in its absolute discretion to forfeit the whole or any part of the said Performance Security, without prejudice to any other remedy that the Government have against the Contractor under this Contract or under general law for such breach.

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

18. PENALTY FOR CHARGING EXCESS USER FEE:

- (a) In case, it is observed and/or established to the satisfaction of the Government that the fee collecting agency has charged User Fee in excess of the prescribed rate, the Government may impose a penalty of an amount equal to fifty times of the actual amount so charged per day for 30 days i.e. (actual amount charged x 30 days x 50). After three such incidents of levy of penalty for excess charging, the part performance security of an amount equal to 1 (One) month agreed remittance i.e. Rs./- (Rupeeonly) as per amount quoted at Preamble (E) 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 (ten) 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 Government 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 Government.

19. PENALTY FOR FAILURE TO PAY INSTALMENTS:

In case of delay in remittance of the agreed amount of the monthly installment due under this Contract to the PIDB beyond 5th of the following month, the Government shall levy penalty @ 0.5% (zero point five percent) of the delayed amount per day for the delay beyond the due date without prejudice to the any other rights of the Government under this Contract. Such right would, inter-alia, include unconditional right of the Government 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 Government may deem fit. The penalty so levied shall be recovered from the performance guarantee which shall be replenished by the Contractor within 10 (ten) days from the date of such recovery failing

which the contract is liable to be terminated.

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

- In case of non-compliance of any of the obligations specified in clause-23 (a) to (g), the Government shall levy penalty @ Rs.100,000/- (Rupees One Lakh) per default per month without prejudice to the any other rights of the Government under this Contract. The date of default will be the date of reporting to the Contractor by the Government or its authorized. In addition to levy of penalty as above, more than three defaults in a month under this clause may attract termination under clause 35 (2) of this contract. Before levy of penalty under this clause the Contractor shall be given a reasonable opportunity to rectify the default. The decision of the Government or authorized representative to Government 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 (ten) 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 GOVERNMENT:

- (a) The Government has designated (to be authorized), Executive Engineer, Construction Division, Punjab PWD B&R Branch, Ropar “**the Authorized Representative**” to carry out all functions on its behalf under this Contract and may change the authorized representative from time to time.
- (b) The said Authorized Representative of the Government shall have the overall authority to control and supervise the work of collection of User Fee carried on by the Contractor with a view to ensure that collection of User Fee is carried out smoothly, efficiently and without any hindrance or harassment to the users of the bridge.
- (c) The Government or any other officer of the Government or any agency as authorized by the Government or by the Government, 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 Government 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 Authorized Representative of the Government.

23. OBLIGATIONS OF THE CONTRACTOR:

- a) The Contractor undertakes the responsibility of the complete job of User Fee collection, maintenance of all records, maintenance of User Fee collection account, maintenance of vehicle type wise Traffic Data on shift to shift basis, maintaining the cleanliness of User Fee plazas/User Fee collection booths and surrounding area etc. and any other duty as may be assigned by the Government and its Authorized Representative from time to time. The Contractor shall procure, install and commission Semi automatic User fee collection system, with all the hardware and software, uninterrupted electric supply source, signages, illumination of Toll Plaza and road markings as per IRC norms and Good Industry Practice to the entire satisfaction of the Chief Engineer (IP) and authorized representative of the Government before start of collection of User fee. The semi automatic User fee collection system shall be made functional with ten (10) days of signing of the Agreement. Under no circumstances the collection of User Fee shall be permitted before the system is fully functional.
- b) The Contractor shall make appropriate arrangement for management of the traffic at its own cost and shall ensure that the processing time for a vehicle at the User Fee counter should not be more than 60 (sixty) 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 Government 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 Government, within 7 (seven) days of completion of each month, a statement of User Fee substantially in the form set forth in Schedule-VII (the "Monthly User Fee Statement"). Proper record

is to be maintained at the plaza for the purpose of providing such information. The Contractor shall also submit such information sought by the Government in such format, as may be prescribed by the Government.

- e) The Contractor shall, prior to the close of each day, send to the Government by facsimile or e-mail, a report stating accidents and unusual occurrences on the Bridge and approaches 600m on either side of bridge relating to the safety and security of the Users and Bridge. A weekly and monthly summary of such reports shall also be sent within 3 (three) days of the enclosing of each week and month, as the case may be. For the purposes of this Clause 23 (e) accidents and unusual occurrences on the Bridge shall include:
 - (i) death or injury to any person;
 - (ii) damaged or dislodged fixed equipment;
 - (iii) any obstruction on the Bridge, 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 Bridge, smoke or fire;
and
 - (vi) such other relevant information as may be required by the Government.

- (f) The Contractor also agrees to unconditionally abide by such other direction of the Government issued by its authorized representative on all operational matters under the provisions of this contract.

- (g) The Contractor also agree to abide by the requirement of clause 12 & clause 13 specifically on deployment of the personnel for the purpose of this Contract.

24. RIGHT OF INSPECTION:

- (a) The Government 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 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 Government 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 date;
 - v) Checking of data in electronic/soft form;
 - vi) Maintain User Fee Plaza 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; and
 - ix) Any other check or control as considered appropriate by the Government including through its authorized representative.

25. FORCE MAJEURE:

(a) NON-FORCE MAJEURE EVENT:

An event (i) which involves diversion of traffic of any kind, including but not limited to any diversion ordered/implemented by local authority or any State Government for a period not exceeding 15 (fifteen) days in continuation; or (ii) where the road users opt to access/ travel through the existing alternate free User Fee (toll) roads. This may result into bypassing of User Fee Plaza/ User Fee Collection Booths and use of any part of the said bridge by the users; or (iii) suspension of collection of User Fee from any category of vehicles during any 'religious festival' as may be declared by the Government or its authorized representative limited to maximum number of 7 (seven) days) in any financial year.

(b) FORCE MAJEURE EVENT:

Except as stated in Clause (a) above, Force Majeure event means an event or circumstances or a combination of events and circumstances referred to in this clause which are beyond the reasonable control of the Party or Parties to this Contract and which party could not have prevented or reasonably overcome with the exercise

of its reasonable skill and care in relation to performance of its obligations pursuant to this Contract and which are of the nature, without limitation of those described below:

- i) Publicly declared strike by registered and recognized association of Transporters exceeding 7 (seven) days. The date of going on strike and withdrawal or start of movement of traffic will be inclusive for the purpose of calculation of 7 (seven) days under this clause.
- ii) Earthquake having materially adverse impact i.e. complete blockade of bridge.
- iii) Act of war, invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, blockade, embargo, revolution, riot, sabotage, terrorism or act of such threat, or any other political or social event having material adverse impact on the performance of obligations of the parties thereof.
- iv) Expropriation, acquisition, confiscation or nationalization of the User Fee collection.
- v) Any change in law which has a material adverse effect on the obligations 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 bridge or any part thereof, exceeding 15 (fifteen) days at a stretch.
- viii) Any event or circumstances of a nature analogous to the foregoing.

Either party to this Contract shall be entitled to suspend or excuse performance of his obligations, including remittance of installments by the Contractor to the Government 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 (seven) 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 (thirty) days of receiving the notice of claim.

(ii) CONSULTATION AND DUTY TO MITIGATE:

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

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

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

(iv) The Chief Engineer (IP), Punjab PWD B&R Branch on behalf of the Punjab Government is authorized specifically to settle claims for force majeure events.

26. EXCEPTED MATTERS:

Any disputes or differences between the parties in regard to the matters covered under Clauses 3, 7, 8, 10, 14, 18, 19 and 25 shall be referred to the Chief Engineer (IP), Punjab PWD B&R Branch whose decision shall be final.

27. DISPUTE RESOLUTION:

(a) All disputes and/or difference except those which are mentioned in the Excepted matters under Clause 26 above arising between the parties out of this Contract shall be settled by Punjab Infrastructure Regulatory Authority established under Section 4 of the Punjab Infrastructure (Development and Regulation) Act, 2002.

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

28. SEVERABILITY:

If any provision of this Contract is prohibited by law or held to be invalid, illegal, or unenforceable, the remaining provisions hereof shall not be affected, unless the same

materially affects the performance of the obligation of the parties under this Contract and this Contract shall continue in full force and effect to the fullest extent possible as if such prohibited, illegal or invalid provision had never constituted a part thereof.

29. BREACH:

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

30. WAIVER:

Failure or neglect by either of the Parties to enforce at any time any of the provisions hereof shall not be deemed to be a waiver of the right. In such an event, the same shall neither affect the validity of the whole or any part of this Contract nor prejudice the rights of Parties from taking subsequent action.

31. ASSIGNMENT:

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

32. DEATH/WINDING UP:

If the Contractor being a partnership firm is dissolved or insolvent or commits any act of insolvency or being a Limited Company is ordered to be wound 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 Government under this Contract.

33. ABANDONMENT:

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

34. INDEMNITY:

The Contractor shall indemnify the Government 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 Fee of the Attorney) which may be made or recovered from the Government by reason of any acts, omissions (whether negligent or otherwise) or due to willful misconduct of the Contractor including its agents, survivors and personnel.

35. TERMINATION:

- (1) The Government shall be entitled to terminate this Contract once the decision is taken to transfer the bridge to OMT concessionaire (reference clause 2 of the contract) at any time after giving notice to the Contractor as under in writing and in that event, the Contractor shall not be entitled to any claim, or any compensation whatsoever on account of such termination. In case the termination is before expiry of period of 9 (nine) from date of collection of User fee, the Contractor shall be paid the depreciated value on pro-rata basis of the semi automatic User fee collection system as supplied and installed by him.
- (2) The Government 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,
 - (ii) By giving ninety (90) days prior notice in writing, the Contractor may terminate the Contract.

In case the Contract is terminated by the Contractor, the semi automatic User fee collection system shall be taken over by the Government without any compensation to the Contractor. For termination by Government the Contractor shall be paid the depreciated value of the semi_automatic User fee collection system as supplied and installed by him.

- (3) Notwithstanding anything contained in clause (1) above, the Government 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. The semi automatic User fee collection system shall be taken over by the Government without any compensation to the Contractor.
- (4) The Government shall be entitled to terminate this Contract for any type of non-compliance under provisions of this contract if not rectified within a given time frame. The semi automatic User fee collection system shall be taken over by the Government

without any compensation to the Contractor.

36. DECISION OF GOVERNMENT: FINAL AND BINDING

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

37. INTEGRATED CONTRACT:

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

38. STAMPING AND ENGROSSING:

Within 28 (twenty eight) days from the date of signing this Contract or within such period as provided by the law applicable which ever is shorter, the Contractor, if required, shall have the Contract engrossed, by affixing the correct Stamp Duty as may be applicable under the Stamp Duty and Registration laws in the State of Punjab, unless exempted by any law for the time being in force and return the same duly signed and executed to the Government. 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 Government, forfeiture of the performance security, without prejudice to any or other rights of the Government.

39. AMENDMENT:

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

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

For and on behalf of Government For and on behalf of Confirming Party For and on behalf of Contractor

(Signature)

Name:

Designation:

Place:-

(Signature)

Name:

Designation:

Place:-

(Signature)

Name:

Designation:

Place:-

In the presence of

1. Signature

Name:

Address:

In the presence of

1. Signature

Name:

Address:

In the presence of

1. Signature

Name:

Address:

2. Signature

Name:

Address:

2. Signature

Name:

Address:

2. Signature

Name:

Address:

** Contractor must affix its seal.*

SCHEDULE – I

USER FEE

S.No.	Category of Vehicle	Single Trip	Two way trip within 24 hours
1.	Car/ Three Wheeler	Rs. 35.00	Rs. 56.00
2.	Light Commercial Vehicle (LCV) / Tractor with Trailer (carrying other than agriculture produce of agricultural equipment)	Rs. 53.00	Rs. 85.00
3.	Bus / Truck/ Road Roller	Rs. 105.00	Rs. 165.00
4.	Heavy Truck	Rs. 160.00	Rs. 256.00
5.	Earth moving and other propelled equipment	Rs. 200.00	Rs. 320.00

SCHEDULE – II

EXEMPTED VEHICLES

The following categories of vehicle shall be exempted from a payment to Toll Charges:-

- (a) Official vehicles transporting and accompanying the President of India, Vice President of India, Prime Minister of India, Chief Justice Governors, Chief Ministers, Presiding Officers, and Leaders of Opposition of the Central and the State Legislatures, Judges of the Supreme Court, Chief Justices of the High Court, foreign dignitaries on state visit, and heads of foreign missions stationed in India;
- (b) Official vehicles of Central and state armed forces in uniform including Para military forces and police, and of Executive Magistrates;

- (c) Vehicles transporting a Member of Parliament or Member of the State Legislative Assembly, if such Member produces an identity Card issued by the Parliament or the Legislative Assembly, as the case may be;
- (d) Flag cars of the State Government;
- (e) Ambulances, fire tenders and funeral vans;
- (f) Vehicles of persons using the highways for inspection, survey, construction, or operation and maintenance thereof; and
- (g) users under the Indian Toll (Army and Air Force) Act, 1901 and rules there under, further extended to officials of Indian Navy.

Exemption for Local Traffic -

(1) No Toll Charges shall be levied or collected from a vehicle that uses part of the Highway and does not cross a Toll Plaza.

(2) Local Traffic shall be entitled to ply on the Highway, Bypass, Bridge or ROB/RUB, as the case may be, and cross the Toll Plaza on production of a monthly pass to be issued by the Concessionaire on payment of a monthly fee equal to five times the applicable Toll Charge for a single one-way journey.

(3) The Concessionaire shall issue a monthly pass for local Traffic on written request to be made by a local user and accompanied by (a) proof of residence such as a certificate from the Tehsildar/ Naib-Tehsildar /Block Development and Panchayat Officer or a Ration Card or Voter Identification Card, and (b) the registration papers of the personal car for which such pass is required. Only a car registered in the name of the local user and bearing the address as specified in the aforesaid proof of residence shall be eligible for a monthly pass. Upon presentation of the proof of residence and the registration papers, the Concessionaire shall retain a photocopy thereof and return the original documents forthwith.

"Local Traffic" means the traffic on account of commuting by a private Car between a rural area and its nearest city or town by means of the Highway or Bypass, as the case may be;

Provided (i) such private Car is owned by a person who resides in such rural area, (ii) such rural area is situated within a distance of 5 (five) km from the Toll Plaza, and (iii) such rural area has no alternative road connecting such city or town when the length of

such alternative road does not increase the travel distance by more than 20 percent (twenty per cent) of the corresponding distance on the Project Highway;

For avoidance of doubt, a road that connects such rural area to its nearest city or town shall not be deemed to be an alternative road for purposes hereof if it increases the travel distance by more than 20 percent (twenty per cent) of the corresponding distance on the Highway.

SCHEDULE –III

FORM OF TECHNICAL BID

Sr. No ____

From

Full Name: _____

Status : Reg. Partnership Firm / Limited Company/Proprietary firm

Address: _____

(i) E-mail _____

(ii) Telephone Number _____

To

The Chief Engineer (IP),
Punjab PWD B&R Branch,
SCO 341-342 (2nd Floor),
Sector 34-A,
Chandigarh.

Subject: Bid for appointment as Contractor for User Fee Collection of user fee through user fee collecting agency on the basis of competitive bidding for High Level Bridge across River Sutlej crossing Nurpur Bedi – Bunga Sahib Road at Sarai Ka Pattan (District: Ropar).

Sir,

Pursuant to the Notice inviting bids issued by the Government for the work cited under subject:

1. I / We hereby submit my / our bid for being appointed as your Contractor for a period of 1 (One) year from the date of authorization by the Government for collection of User Fee for the said Bridge.
2. I / We have thoroughly read and understood the terms and conditions of bid invitation for being appointed as Contractor of the Government 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 _____ only) towards Bid Security as per Para 11 of Instruction to Bidders.
4. As per Para 1(ii) C of the Instructions to Bidders, I / We hereby submit the following:
 - (i) Certified copy of Income Tax Clearance Certificate valid on the date of opening of the bids OR Certified copy of acknowledgement of income tax return of the latest financial year.
 - (ii) A statement showing net worth of the entity, for not less than Rs. _____/- (Rupees _____ only) during the last financial year, certified by a firm of Chartered Accountants.
 - (iii) Certificate of enrollment of Chartered Accountants with ICAI.
 - (iv) Certified copy of solvency certificate issued after the date of bid Invitation Notice by any Scheduled Indian Bank or a foreign Bank in India approved by Reserve Bank of India. In case of a Company, value mentioned in the Solvency Certificate of the Partnership Firm / Company and not of individual Partners/ Members/ Directors, shall be taken into account.
 - (a)* In case of partnership firm an affidavit from the partners, that the bidder or its partners are not involved in any litigation with the Government, except any litigation pertaining to this bid.
 - (b)* In case of Company, a Board Resolution that that the bidder or any of its Directors are not involved in any litigation with the Government, except any litigation pertaining to this bid.

In whichever case, there is any pending disputes between the NHAI and the eligible bidder, details of the same shall be provided.

 - (v) A Power of Attorney favouring the authorized representative from all the partners/Chief Executive of 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.
 - (vi) Bid security of Rs. /- (Rupees only) in the form of an account payee Demand Draft drawn on any Schedule Indian Bank or a Foreign bank located in India and approved by the Reserve bank of India drawn in favour of "Punjab Infrastructure Development Board" payable at Chandigarh.

- (vii) An undertaking in the form provided under Appendix-I, Annex IV 'Statement of User fee collection work-in-hand and for which bid has been submitted'
- (viii)*** In case the bidder is a Partnership Firm, attested copies of partnership deed with certificate of registration.
- (ix)*** In case of a Company, an attested copy of the Memorandum and Articles of Association enclosed with attested copy of the Certificate of Incorporation and Certificate of commencement of Business (if applicable).
- (x)*** In case the bidder is a partnership firm affidavit the all partners shall be liable jointly and severally for the execution of the Contract in accordance with the contract terms.

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

5. I / We hereby state that the documents and information contained in the said documents referred in Para 3 above are true.

Yours faithfully,

Signature.

Name:

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

SCHEDULE – IV
FORM OF FINANCIAL BID

From: Sr. No

- (i) Full Name:
 - a. Status : Reg. Partnership Firm /Limited Company/Proprietary firm
- (ii) Address:
- (iii) E-mail _____
- (iv) Telephone Number _____

To

The Chief Engineer (IP),
Punjab PWD B&R Branch,
SCO 341-342 (2nd Floor),
Sector 34-A,
Chandigarh.

Subject: Bid for appointment as Contractor for User Fee Collection of user fee through user fee collecting agency on the basis of competitive bidding for High Level Bridge across River Sutlej crossing Nurpur Bedi – Bunga Sahib Road at Sarai Ka Pattan (District: Ropar).

Sir,

Pursuant to the Notice inviting bids issued for the work cited under subject:

1. I / We hereby submit my / our bid for being appointed as your Contractor for a period of one year (refer to clause 2) from the date of authorization by the Government for collection of User Fee for the said Bridge.
2. As per Clause 8 of the Instructions to bidders, I / We offer to pay the Government, the following sums as and by way of our offer as your Contractor for collection of User Fee on the said bridge during the aforesaid period as the case may be.

No.	Period	Total Amount Payable by the Bidder to the PIDB for the period mentioned in column B	Amount to be paid per month
A.	B.	C.	D.
a)	** (From ...DD/MM/YYYY 00.00 hrs toDD/MM/YYYY 24.00 hrs)	Rs. _ _____ /- Rs. _ _____ only (in words)*	Rs. _____ /- Rs. _____ only (in words)*

* the amount will change with the change in rates as per clause 5 of the contract.

** dates shall be filled as per authorization by the Government after the Contractor has supplied and installed of semi automatic User fee collection system to the satisfaction of the of the Chief Engineer (IP) and Authorized Representative of the Government.

In case of any conflict (i) in amount at C & D, amount mentioned at D will be corrected in accordance with amount at C, and (ii) in words and figures, the amount stated in the words shall prevail.

3. I/We understand that Government has the right to hand over the User Fee Plaza/User Fee booth prior to 00.00 hrs on (DD/MM/YYYY) after 00.00 hrs on (DD/MM/YYYY) in which event the initial contract will commence from date of such handling over. Accordingly, I/We understand that dates mentioned above are indicative only.
4. I /We understand that this offer is based on location of User Fee collection booths stated in the Bid Invitation Notice and collection can not be asked for from any other place, under any circumstance.
5. I/We have thoroughly read and understood the terms and conditions of bid invitation for being appointed as Contractor of the Government for the aforesaid purpose and the terms and conditions of the Contract, which in token thereof have been signed by me/us and are enclosed herewith. I/We hereby agree to duly abide by same.
6. In the event of my/our bid being accepted by you, I/We agree to furnish within 10 days from the date of the signing of "Letter of Acceptance", performance security of an amount equal to 1 (One) months agreed remittance i.e. Rs. _____ /- (Rupees _____ only) as per amount quoted at Clause 2, in the form of Bank Draft payable at Chandigarh in favour of the Punjab Infrastructure Development Board drawn on any Schedule Indian Bank or a Foreign bank located in India and approved by the Reserve bank of India and a bank guarantee as per format prescribed by Punjab Infrastructure Development Board from any Scheduled Indian Bank or a Foreign Bank located in India and approved by the Reserve Bank of India for Rs. _____ /-

(Rupees _____ only) (an amount equal to (one) months' agreed remittance)
valid for period of 14 (fourteen months).

Yours faithfully,

Signature.

Name:

Name of sale Regd. Partnership Firm / Ltd. Company /Proprietary firm (*if applicable*)

Designation: Address:

(Please affix seal) Date:

Place:

SCHEDULE V

(Reference Clause 12 and 13)

Sl. No	Designation at Plaza	Essential Qualification
1.	Plaza Manager	MCA from any govt. recognized with MBA as additional qualification; 3 years experience in any commercial organization of repute.
2	Security Officer	Graduate in any discipline with minimum 10 years post qualification experience in relevant field in any govt. or private organization of repute OR retire defense personnel of rank equivalent to Capt. or above. The officer can be from paramilitary forces also of the rank of Dy. SP and above.
3.	Account Officer	Graduate in any discipline with minimum 10 years post qualification experience in relevant field or CA/ICWA/SAS with minimum 5 years post qualification experience in any govt. or private organization of repute.

Schedule-VI
[Reference Clause 13 (b)]

FORMAT FOR DETAILS OF PERSONNEL TO BE DEPLOYED AT TOLL PLAZA

.....(name is to be filled in)

<u>Sr. No.</u>	<u>Name & Designation</u>	<u>Permanent Address & Contact No.</u>	<u>Correspondence Address & contact No.</u>	<u>Qualification & experience (attested copy* of certificate are to be enclosed)</u>	<u>Recent Passport size photograph</u>	<u>Specimen sig.</u>
<u>1</u>	<u>Plaza Manager</u>	-	-	-	-	-
<u>2</u>	<u>Security Officer</u>	-	-	-	-	-
<u>3</u>	<u>Accounts Officer</u>	-	-	-	-	-
Add similar information for all other personnel to be deployed						

Schedule-VII

[Reference clause 23 (d)]

MONTHLY USER FEE COLLECTION STATEMENT – (PART –A)

Sl. No.	Type of Vehicles as per notification provisions	Amount of User Fee collected through Tickets		User Fee Collected through Passes		Total amount Collected		Total amount Deposited		Remarks
		For the month	Cumulative*	For the month	Cumulative*	For the month	Cumulative*	For the month	Cumulative*	
1.	Car/ Three Wheeler									
2	Light Commercial Vehicle (LCV)/ Tractors with Trailers(carrying other than agricultural produce or agricultural equipmen)									
3	Bus/ Truck/ Road Roller									
4	Heavy Truck									
5	Earth moving and other propelled equipment									
Total										

Schedule-VII (a)

[Reference clause 23 (d)]

MONTHLY USER FEE COLLECTION STATEMENT PART –A

MONTHLY VEHICLE PASSING REPORT FOR						
THE MONTH OF						
No of monthly passes	Car/ Three Wheeler	Light Commercial Vehicle (LCV)/ Tractors with Trailers	Bus/ Truck/ Road Roller	Heavy Truck	Earth moving and other propelled equipment	Total
Type of Vehicles	Car/ Three Wheeler	Light Commercial Vehicle (LCV)/ Tractors with Trailers	Bus/ Truck/ Road Roller	Heavy Truck	Earth moving and other propelled equipment	Total
	Nos	Nos	Nos	Nos	Nos	Nos
All types of single Entry						
Multiple entry						
Reusage of Multiple Entry ticket						
Reusage of Multiple passes						
Exempted etc.						
Grand Total						

SCHEDULE- VIII

BRIEF SPECIFICATIONS OF SEMI AUTOMATIC USER FEE COLLECTION SYSTEM

The semi automatic User fee collection system shall be equipped in each entry lane with a vehicle detector for counting the number of vehicles and their axle load and for identification of the category of vehicle. The system shall also have a ticket issuing machine for issue of the tickets for user fee at the press of a button on a touch panel and each entry controller for controlling the equipment of the entry lane and for sending the data to the data processing equipment at the toll plaza office. Each lane shall have electronically operated boom barrier along with synchronized system of traffic lights.

The toll plaza shall have lighting system to provide visibility to drivers for the use of facility. Indian standard IS: 1944 shall be followed. The minimum requirement of illumination on the road surface of 30 lux shall be ensured. This would be done by providing high-mast lighting, light at each canopy, and lighting inside toll booths. Street lighting shall be provided for approach to toll plaza on each side. Power supply source shall be ensured by generating set of the capacity to supply uninterrupted the required power.