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उत्तर प्रदेश आवास एवं विकास परिषद
कार्यालय सम्पत्ति प्रबन्धक (कमला नगर)
संख्या- 136/ सं090 कल्याणनगर/एफ-320 दिनांक: 13.03.2024
नोटिस/सर्वसाधारण सूचना

परिषद की कमलानगर योजना आगरा में स्थित आवासीय भूखण्ड सं0 एफ-320, दि सिन्धी कोआपरेटिव सोसाइटी लि0 आगरा को प्रदेश पत्र संख्या 20157 दिनांक 28.01.1976 द्वारा किस्त पद्धति पर आवंटित किया गया। प्रदेश पत्र के अनुसार भूगतान एवं पूर्ण औपचारिकताओं के आधार पर इस कार्यालय के पत्र दिनांक 16.01.1978 द्वारा सिन्धी कोआपरेटिव सोसाइटी लि0 6/3 मालवीय कुंज आगरा के पक्ष में विक्रय विलेख निष्पादित किया गया। समिति ने उक्त भूखण्ड अपने सदस्य श्री चतुरमल पुत्र श्री रघुमल निवासी-320/एफ-320 कमला नगर आगरा को डीड ऑफ कनवेन्स दिनांक 27.07.1978 से गड़ी प्रदेश पत्र के अनुसार पूर्ण भूगतान/विक्रय लेख होने के उपरान्त पत्रक 1680 दिनांक 22.09.1978 द्वारा भूतल कब्जा दिया गया है। उक्त भूखण्ड का क्रय-विक्रय/मुच्युपारान्त कार्यालय आदेश संख्या 781/ सं090-कमला नगर दिनांक 27.08.2019 द्वारा श्रीमती कान्ता जैन पत्नी स्व0 श्री शान्ती कुमार जैन निवासी 31, सरयूधाम कर्मयोगी कमला नगर आगरा एवं श्रीमती कमला जैन पत्नी श्री कैलाश चन्द्र जैन व श्री कैलाश चन्द्र जैन पुत्र स्व0 श्री प्यारे लाल जैन निवासी एफ 320, कमला नगर आगरा के पक्ष में नामान्तरण किया गया। आवेदकगण श्री सुरेश चन्द्र अग्रवाल पुत्र स्व0 श्री ओम प्रकाश अग्रवाल निवासी 22 दारिकापुरम बाईपास रोड आगरा एवं श्री आकाश अग्रवाल पुत्र श्री उमेश कुमार अग्रवाल निवासी 10, बालाजी नगर कमला नगर, आगरा ने अपने संयुक्त हस्ताक्षरयुक्त प्रार्थना पत्र दिनांक 18.01.2024 द्वारा सूचित किया है कि श्रीमती कान्ता जैन, श्रीमती कमला जैन एवं श्री कैलाश चन्द्र जैन तथा विशाल जैन व श्रीमती निरुति जैन ने मिलकर उक्त भूखण्ड को आवेदकगण (सुरेश चन्द्र अग्रवाल व श्री आकाश अग्रवाल) को विक्रय कर बैनामा किया गया है, जिसकी बही संख्या 1 जिल्द सं0 10772 के पृष्ठ 233 से 276 तक क्रमांक 3884 दिनांक 07.11.2019 को रजिस्ट्रीकृत है। केलागण द्वारा नामान्तरण सम्बन्धी वीरचित औपचारिकताएँ पूर्ण कर उक्त भूखण्ड को अपने पक्ष में नामान्तरण करने हेतु अनुरोध किया गया है। उक्त सम्पत्ति का अन्तरण करने से पूर्व निम्नलिखित को उक्त नोटिस/सर्वसाधारण सूचना इस आशय से प्रेषित है कि उक्त आवासीय भूखण्ड संख्या एफ 320, कमला नगर, आगरा का नामान्तरण श्री सुरेश चन्द्र अग्रवाल व श्री आकाश अग्रवाल के पक्ष में करने में यदि कोई आपत्ति/अनापत्ति हो तो पत्र निर्गत होने की तिथि से 30 दिनों के अन्दर इस कार्यालय को सूचित कर अन्यथा परिषद नियमानुसार उक्त भूखण्ड के अन्तरण संबंधी कार्यवाही कर दी जायेगी। अन्तरण के उपरान्त किसी भी प्रकार का परिषद का कोई उत्तरायित्व नहीं होगा।
(राजेश कुमार) सम्पत्ति प्रबन्धक

खबरें मोबाइल पर
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रोजाबाद

दिनांक-14.03.2024

5वें वित्त आयोग के अन्तर्गत कुल 10 ड पद्धति द्वारा ई-निविदा आमंत्रित तैयार किया जायेगा। इन कार्यों की माध्यम से अधिकृत बेबसाइट पर आमंत्रित की जाती है।

तिथि व समय

15.03.2024

15.03.2024

कार्यालय ग्राम पंचायत रामगढ़ विकास खण्ड फतेहाबाद, आगरा

अल्पकालीन निविदा सूचना

उत्तर प्रदेश राज्यपाल की ओर से अधोहस्ताक्षरी के कार्यालय ग्राम पंचायत रामगढ़ विकास खण्ड फतेहाबाद के अंतर्गत वित्तीय वर्ष 2023-24 में राज्य वित्त/15वां वित्त/मनरेगा योजना के द्वारा अनुमोदित निर्माण कार्य कराये जाने हेतु निर्माण सामग्री आपूर्ति हेतु दिनांक 15.03.2024 से 17.03.2024 के मध्य सुबह 10 बजे से पंजीकृत फर्म निविदा प्राप्त कर सकती है। निविदायें दिनांक 17.03.2024 को दोपहर 12 बजे तक सील बन्द बॉक्स में डाली जाएगी, जो उसी दिन 2 बजे प्रधान, सचिव व समिति के समक्ष खोली जायेगी।

क्र. सं.	कार्य का नाम	अनु. धनराशि (लाख में)	निविदा मूल्य राशि	धरोहर का प्रतिशत	कार्य पूर्ण की अवधि
1	निबोहरा रोड से भूरा खान के घर तक सीसी, नाली निर्माण कार्य।	433742	100	2%	1 माह
2	सामुदायिक सौचालय की मरम्मत एवं जीर्णोद्धार।	150000	100	2%	1 माह

नोट:- निविदा से संबंधित नियम व शर्तें कार्यालय के नोटिस बोर्ड पर चप्पा कर दी गई हैं।

- ग्राम विकास अधिकारी

AGRA DEVELOPMENT AUTHORITY, AGRA

e-TENDER NOTICE

Agra Development Authority hereby invite e-Tenders, from qualified and experienced Firms, Collection of user fee on Agra Inner Ring Road Phase-I Kuberpur to Fatehabad Road at Rahankalan Toll Plaza (km.2+600) for the period of 24 Months (2 years).

1	Tender Cost.	Rs. 5,900/- (Including 18% GST)
2	Earnest Money	Rs. 1,60,00,000.00
3	Downloading of e-tender document.	Start Date: 18.03.2024 (10:00 AM) End Date: 12.04.2024 (12:00 Noon)
4	Date of Submission of e-tender.	Start Date: 18.03.2024 (10:00 AM) End Date: 12.04.2024 (12:00 Noon)
5	Opening date of Technical Bid.	16.04.2024 at 12:30 PM
6	Date of Opening of Financial Bid	To be intimated later through e-mail and website.

- The bid document can be downloaded from the website: www.adaagra.org.in or www.etender.up.nic.in For any further information's or queries Shri Adarsh Jain, Assistant Engineer, Contact No:- 9354574114 may be contacted.
- The Earnest Money/Tender cost shall be deposited through <https://induscollect.indusind.com/pay/> Before last dated of submission of Tender, A copy of proof of earnest money documents will be submitted along with the tender.
- The bidders whose technical bid shall qualify, the price bid of qualified bidders shall be considered for opening. The intimation will be sent to such qualified bidders through e-mail and website.
- The digital signature certificate (DSC) is mandatory to take part in bidding process.

इति 15-3-24 Chief Engineer

कार्यालय ग्राम पंचायत उसनीधा वि०ख० घिरोर, जनपद मेनपुरी

पत्रांक: मोमो / मनरेगा / 15वां/केन्द्रीय वित्त/पंचम राज्य वित्त / निविदा / 2023-24 दिनांक 13-03-2024
अल्पकालीन निविदा सूचना

मनरेगा / 15वां केन्द्रीय वित्त / पंचम राज्य वित्त एवं ओ०डी०एफ० प्लस के अन्तर्गत ग्राम पंचायत उसनीधा वि०ख० घिरोर, जनपद मेनपुरी को अवमुक्त अनुदान से निम्न कार्य कराये जाने के लिए निविदा आमंत्रित की जाती है। इन कार्यों को कराये जाने हेतु सामग्री आपूर्ति हेतु संबंधित फर्मों / सप्लायरों से प्रथक-प्रथक सामग्री / समस्त हेतु मोहरबंद लिफाफे में निविदा दिनांक 14-03-2024 से 21-03-2024 तक आमंत्रित की जाती है जो दिनांक 21-03-2024 सांय 3 बजे निविदादाता / उनके प्रतिनिधियों के समक्ष खोली जायेगी। निविदादाता किसी भी कार्य दिवस में ग्राम पंचायत उसनीधा कार्यालय से निविदा मूल्य देकर प्राप्त की जा सकती है। निविदा के साथ 2 प्रतिशत धनराशि नकद /एफ०डी०आर० के रूप में अधोहस्ताक्षरी के पदनाम बंधक से संलग्न करनी है।

कार्य विवरण निम्न प्रकार है-

क्र० सं.	कार्य का नाम	सामग्री की अनुमानित लागत (लाख में)	अग्रिम धरोहर प्रतिशत	निविदा प्रपत्र का मूल्य	सामग्री की मात्रा	कार्य की अवधि
1	श्रीकृष्ण के घर से मुन्ना के घर तक इंटरलॉकिंग व नाली	4.00	2%	200	विल ऑफ क्वालिटी के अनुसार	3 माह
2	कल्लू के घर से सी०सी० रोड तक इंटरलॉकिंग व नाली	4.00	2%	200	विल ऑफ क्वालिटी के अनुसार	3 माह
3	महावीर के घर से चकमार्ग तक इंटरलॉकिंग व नाली	4.00	2%	200	विल ऑफ क्वालिटी के अनुसार	3 माह
4	श्रीकृष्ण के घर से सत्यवीर के घर तक इंटरलॉकिंग व नाली	4.00	2%	200	विल ऑफ क्वालिटी के अनुसार	3 माह
5	प्रेमसिंह के घर से अर्जुन के घर तक इंटरलॉकिंग व नाली	3.50	2%	200	विल ऑफ क्वालिटी के अनुसार	3 माह
6	भंवरपाल के घर से अजबसिंह के घर तक इंटरलॉकिंग व नाली	4.5	2%	200	विल ऑफ क्वालिटी के अनुसार	3 माह

निविदा की शर्तें- 1- निविदा में प्रस्तुत दूरों के अतिरिक्त किसी भी प्रकार का कोई भाड़ा मजदूरी, लॉडिंग अंलॉडिंग चार्ज देय नहीं होगा। 2- निविदा प्रपत्र के साथ 2 प्रतिशत धरोहर राशि नकद /एफ०डी०आर० ग्राम पंचायत सचिव के पदनाम से बंधक बनाकर जमा करनी होगी। 3- निविदा स्वीकृत होने पर अनुमानित लागत की अवशेष 8 प्रतिशत धनराशि नकद / एफ०डी०आर० जमानत के रूप में जमा करनी होगी। 4- किसी भी विवाद की स्थिति में न्यायिक क्षेत्र मेनपुरी न्यायालय होगा।

- ग्राम प्रधान
ग्राम पंचायत उसनीधा
वि०ख० घिरोर, जनपद मेनपुरी

- सचिव
ग्राम पंचायत उसनीधा
वि०ख० घिरोर, जनपद मेनपुरी

पढ़ें,

निम्नलिखित कार्यालय है, तो सप्रस्तुत क

क्र. सं. 1. स अ



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अमरउजाला

कलासीप

118 शहरों की

आवश्यकता है

आवश्यकता है:- मथुरा में साड़ी
की दुकान पर कार्य करने हेतु स्टोर

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AGRA DEVELOPMENT AUTHORITY

Request for Proposal

for

**Selection Of Agency for User Fee Collection at Rahankalan
Toll Plaza at Km 2.600 From Kuberpur to Fatehabad Section
Of Agra Inner Ring Road Phase-1**

March 2024



Issued by:

Agra Development Authority
Ratan Muni Road, Jaipur House, Jaipur House Colony,
Agra, Uttar Pradesh, 282010

Disclaimer

This Request for Proposal (RFP) document for ***Selection of Agency For User Fee Collection at Rahankalan Toll Plaza at Km 2.600 From Kuberpur To Fatehabad Section Of Agra Inner Ring Road Phase-1.*** (hereinafter referred to as the “Project”) contains brief information about the scope of work and qualification process for the selection of Bidder/Consultant. The purpose of the RFP Document is to provide the Bidders/Consultants (hereinafter referred to as “Bidder/s”) with information to assist the formulation of their proposals (hereinafter referred to as the “Proposal/s”).

This RFP is not an agreement and is neither an offer by the Authority to the prospective Bidder or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their Financial Bids pursuant to this RFP. While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this document does not purport to contain all the information required by the Bidders. The Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Proposal. **Agra Development Authority** (hereinafter referred to as “Client” or the “Authority”) or any of its employees or existing advisors shall incur no liability under any law, statute, rules, or regulations as to the accuracy or completeness of the RFP Document. The Authority reserves the right to change any or all conditions/information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as the Authority may deem fit without assigning any reason thereof.

The Authority reserves the right to accept or reject any or all Proposals without giving any reasons thereof. The Authority will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Proposals to be submitted in response to this RFP Document.

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

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*Selection of Agency For User Fee Collection at Rahankalan Toll Plaza at Km 2.600 From Kuberpur To
Fatehabad Section Of Agra Inner Ring Road Phase-1.*



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1 Data Sheet

1	Name of the Bid	Selection of Agency For User Fee Collection at Rahankalan Toll Plaza at Km 2.600 From Kuberpur To Fatehabad Section Of Agra Inner Ring Road Phase-1.
2	Time-period of contract	2 Years
3	Method of selection	Highest Rate (H1) Basis
4	Earnest Money Deposit	Refundable amount of INR 1.6 Cr/- incl. tax/GST etc. (Exempted for MSME)
5	Tender Processing Fee	Non-refundable fee of INR 5000 + 18% GST
6	Payment Details	https://induscollect.indusind.com/pay/
7	Security Deposit/ Performance Guarantee	15 percent of Successful Bid amount of annual remittance (Total Reserved Remittance) in form of 5% Cash and 10% Bank Guarantee, along with Infrastructure Security or 45 days advance per day agreed remittance
8	Name of the Authority's official for addressing queries and clarifications	Chief Engineer (CE), ADA Contact: + 91 7309555111, +91 7088790007 E-mail: ceadaagra12@gmail.com Website: http://adaagra.org.in/
9	Proposal Validity Period	120 days
10	Consortium/JV	No
11	Schedule of Bidding Process	
	Task	Key Dates
	Bid Start Date	18th March 2024
	Proposal Due Date (PDD)/ Bid End Date	12th April 2024, 12:00 PM
	Last date for receiving queries	NA
	Opening of Technical Bid	16th April 2024, 12:30 PM
	Opening of Financial Bid	To be communicated

2 Instructions to Bidders

2.1 General instructions

2.1.1 Number of Proposals and respondents

1. No Bidder shall submit more than one (1) Proposal, in response to this RFP.
2. The RFP is non-transferable, and Proposals shall be submitted only by the respective Bidders to whom the RFP has been issued by Authority.
3. A Bidder applying individually shall not be entitled to submit another Proposal.
4. A Bidder shall not be entitled to submit another application either individually, as the case may be.

2.1.2 Proposal preparation cost

1. The Bidders shall bear all costs associated with the preparation and submission of the Proposal. Authority will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.
2. Bidders are encouraged to submit their respective Proposals after visiting the office of the Client and ascertaining for themselves the availability of documents and other data with the Client, Applicable Laws and regulations or any other matter considered relevant by them.
3. All papers submitted with the Proposal are neither returnable nor claimable.

2.1.3 Right to accept and reject any or all the Proposals.

1. Notwithstanding anything contained in this RFP, Authority reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection, or annulment, without assigning any reason.
2. Authority reserves the right to reject any Proposal if:
 - i. At any time, a material misrepresentation is made or discovered, or
 - ii. The Bidder/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
 - iii. The Bidder does not adhere to the formats provided in the Annexure A to the RFP while furnishing the required information/details.

2.1.4 Clarifications

1. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference.
2. Bidders requiring any clarification on the RFP may send their queries to the Client by email at the mail-id provided in communications details in the Data Sheet with subject clearly written the following identification:

“Queries/Request for Additional Information concerning RFP to undertake:

**Selection of Agency For User Fee Collection at Rahankalan Toll Plaza at Km 2.600 From
Kuberpur To Fatehabad Section Of Agra Inner Ring Road Phase-1.”**

3. The Client shall endeavour to respond to the queries within the period specified therein but no later than 7 (seven) days prior to the PDD. The Client will post the reply to all such queries on the Official Website.
4. The Client reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 2.1.4 shall be construed as obliging the Client to respond to any question or to provide any clarification.

2.1.5 Amendment of the RFP

1. At any time prior to the Proposal Due Date (PDD), the Authority, for any reason, whether at its own initiative or in response to a clarification requested by eligible Bidder/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in> and Authority web site at [Welcome to Agra Development Authority \(adaagra.org.in\)](http://Welcome to Agra Development Authority (adaagra.org.in)) through a corrigendum and this shall form an integral part of the e-bid/Proposal document. The relevant clauses of the e-bid/Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Bidder to check the above-mentioned websites from time to time for any amendment in the RFP document/s. The Authority shall not be responsible for failure to get/download the amendments.
2. In order to provide the Bidders a reasonable time to examine the addendum, or for any other reason, Authority may, at its own discretion, extend the PDD Data identification and collection
3. It is desirable that the Bidders submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.
4. It would be deemed that by submitting the Proposal, the Bidder has:
 - i. Made a complete and careful examination and accepted the RFP in totality;
 - ii. Received all relevant information requested from Authority and:
 - iii. Made a complete and careful examination of the various aspects of the indicative Scope of Work.
5. Authority shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

2.1.6 Data identification and collection

1. It is desirable that the Applicants submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.
2. It is deemed that Applicants have conducted their own assessment, research and analysis, including seeking clarifications, queries from nodal officer(s) identified in this document, as required before submission of their Proposal.
3. It would be deemed that by submitting the Proposal, the Applicant has:
 - i. Made a complete and careful examination and accepted the RFP in totality.
 - ii. Received all relevant information requested from Client and:

- iii. Made a complete and careful examination of the various aspects of the Scope of Work.
4. Client shall not be liable for any mistake or error on the part of the Applicant in respect of the above.

2.2 Preparation, submission, opening & acceptance of Proposals/e-bids

2.2.1 Language and currency

1. The Proposal and all related correspondence and documents should be written in the English/Hindi language. Supporting documents and printed literature furnished by the Bidders with the Proposal may be in any other language if they are accompanied by appropriate translations of the pertinent passages in the English/Hindi language. Supporting materials, which are not translated into English/Hindi, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English/Hindi language translation shall prevail.
2. The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

2.2.2 Proposal validity period and extension

1. Proposals shall remain valid for a period of as mentioned in the data sheet from the Proposal Due Date ("Proposal Validity Period") and Authority may solicit the Bidder's consent for extension of the period of validity, if required. Authority reserves the right to reject any Proposal, which does not meet this requirement.
2. In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Authority may request Bidders to extend the validity period for specified additional period. Bidders, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

2.2.3 Format and signing of Proposals

1. The Bidders shall prepare electronic copies of the technical and financial e-bid/Proposals separately.
2. Bidders should provide all the information as per the RFP and in the specified formats. Authority reserves the right to reject any Proposal that is not in the specified formats.
3. In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

2.2.4 Submission of e-bid/Proposal

1. The bid submission module of e-procurement website <http://etender.up.nic.in> enables the Bidders to submit the Proposal online in response to this RFP published by the Authority. Submission can be done till the Proposal Due Date specified in the RFP. Bidders should start the process well in advance so that they can submit their Proposal in time. The Bidder should submit their Proposal considering the server time displayed in the e-procurement website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Bidders cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Bidders shall only be held responsible.
2. The Bidders have to follow the following instructions for submission:

- i. For participating through the e-tendering system, it is necessary for the Bidders to be the registered users of the e-procurement website <http://etender.up.nic.in>. The Bidders must obtain a user login ID and password by registering themselves with U.P. Electronics Corporation Ltd. (UPLC), Lucknow if they have not done so previously.
- ii. In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-bid/Proposal submission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-tendering system using the user login option on the home page with the login ID and password with which he/she has registered.
- iii. For successful registration of DSC on e-procurement website <http://etender.up.nic.in> the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any Certifying Authorities approved by Controller of Certifying Authorities, Government of India, as the e-procurement website <http://etender.up.nic.in> is presently accepting DSC issued by these authorities only. The Bidder can obtain user login ID and perform DSC registration exercise above even before e-bid/Proposal submission date starts. The Authority shall not be held responsible if the Bidder fails to submit his/her e-bid/Proposal before the Proposal Due Date due to DSC registration problem.
- iv. The Bidder can search for active tenders through "search active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-bid submission menu. After selecting the tender, for which the Bidder intends to e-bid/Proposal, from "My tenders" folder, the Bidder can place his/her e-bid/Proposal by clicking "pay offline" option available at the end of the view tender details form. Before this, the Bidder should download the RFP document including financial format and study them carefully. The Bidder should keep all the documents ready as per the requirements of RFP document in the PDF format.
- v. After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & condition before proceeding to fill in the Bid Processing Fee offline payment details. After entering and saving the Bid Processing Fee details form so that "Bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the tender details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-bid/Proposal submission time otherwise the e-bid/Proposal submitted will not be accepted.
- vi. Before uploading, the Bidder has to select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer.
- vii. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-bid/Proposal documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSCs of the bid openers to ensure that the e-bid/Proposal documents are protected, stored and opened by concerned bid openers only.
- viii. After successful submission of e-bid/Proposal document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid/Proposal submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- ix. Authority reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

2.2.5 Deadline for submission

1. E-bid/Proposal (technical and financial) must be submitted by the Bidder at e-procurement website <http://etender.up.nic> no later than the time specified on the Proposal Due Date. The Authority may, at its discretion, extend this deadline for submission of Proposal by amending the RFP document, in which case all rights and obligations of the Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline, as extended.

2.2.6 Late submission

1. The server time indicated in the bid management window on the e-procurement website <http://etender.up.nic.in> will be the time by which the e-bid/Proposal submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bid/Proposal submission date and time is over, the Bidder cannot submit his/her e-bid/Proposal. Bidder has to start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her e-bid/Proposal is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during the e-bid/Proposal submission process.

2.2.7 Withdrawal and resubmission of Proposal

1. At any point of time, a Bidder can withdraw his/her Proposal submitted online before the Proposal Due Date. For withdrawing, the Bidder should first log in using his/her login ID and password and subsequently by his/her DSC on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option, the Bidder has to click "Yes" to the message- "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-bid/Proposal.
2. No e-bid/Proposal may be withdrawn in the interval between the Proposal Due Date and the Proposal Validity Period. Withdrawal of an e-bid/Proposal during this interval may result in the Bidder's forfeited of his/her e-bid/Proposal security.
3. The Bidder can re-submit his/her e-bid/Proposal as when required till the e-bid submission end date and time. The e-bid/Proposal submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-bid and the new e-bid submission summary generated after the successful submission of the revised e-bid will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login ID and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu.

The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-bids documents.

4. The Bidder can submit their revised e-bids/Proposals as many times as possible by uploading their e-bid documents within the scheduled date & time for submission of e-bids/Proposals.
5. No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

2.2.8 Verification and Disqualification

1. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
2. The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
 - a. at any time, a material misrepresentation is made or uncovered, or
 - b. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
3. 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 Authority reserves the right to:
 - a. invite the remaining Bidders to submit their Bids in accordance with Section 3 and 4; or
 - b. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.2.9 Selection of the Bidder

1. From the time the Proposals are opened to the time the contract is awarded, if any Bidder wishes to contact the Authority, on any matter related to their Proposal it should do so in writing. Any effort by the Bidders to influence any officer or bearer of the Authority in the Proposal evaluation or contract award decisions may result in the rejection of the Bidder's Proposal.

2.3 Proposal opening

2.3.1 Opening of Proposals

1. After the technical evaluation, the Authority shall prepare a list of prequalified Bidders in terms of Section 4 for opening of their financial bid. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Bid. Before opening of the Financial Bid, the list of pre-qualified Bidders along with their technical scores will be read out. The opening of Financial Bid shall be done in presence of respective representatives of Bidders who choose to be present. The Authority will not entertain any query or clarification from Bidder who fail to qualify at any stage of the selection process.
2. Bidders are advised that selection shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the selection process.
3. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors, or assigns, but shall be binding against the Bidder if the service is subsequently awarded to it.

2.3.2 Confidentiality

1. Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidder/s shall not be disclosed to any person not officially concerned with the process.
2. After opening of the Proposals, no information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations concerning the award of contract shall be disclosed to Bidders or their representatives, if any. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal/s shall result in outright rejection of the offer, made by the said Bidder.

2.3.3 Tests of responsiveness

1. Prior to evaluation of the Proposals, Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Proposals shall be considered responsive if:
 - i. It is received or deemed to be received by the due date and time including any extension thereof pursuant to the Data Sheet.
 - ii. It contains all information as desired in this RFP.
 - iii. Information is provided as per the formats specified in the RFP.
 - iv. Bids are accompanied with Bid Processing Fee (non-refundable) and EMD as specified in the Data Sheet of this RFP.
2. Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by Authority in respect of such Proposal.

2.3.4 Clarifications sought by Authority

1. To assist in the process of evaluation of Proposals, Authority may, at its sole discretion, ask any Bidder for clarification on its Proposal. The request for clarification and the response shall be in writing. No change in the substance of the Proposal would be permitted by way of such clarifications.

2.3.5 Proposal evaluation

1. Submissions from Bidders would first be checked for responsiveness as set out in Clause 2.3.3. All Proposals found to be substantially responsive shall be evaluated as per the Eligibility Criteria set out in Clause 4.1 of this RFP.
2. The Proposal containing the Technical Details of the Bidder/s who do not meet the Technical Criteria shall not be considered for further process.

2.3.6 Earnest Money Deposit

1. The Bid document should be accompanied with an Earnest Money Deposit (EMD) as mentioned in the data sheet of this document.
2. Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by the Authority.

3. EMD is not to be deposited by the Bidders taking benefit of exemption of EMD with valid documents. For taking exemption of EMD, the intending bidder shall have to upload self-attested duly stamped copy of Udyog Aadhar registration certificate of MSME and valid NSIC enlistment certificate in appropriate category along with Bid. If the aforesaid documents are not submitted by the Bidder, the exemption of EMD may not hold good and bid shall become invalid.
4. For unsuccessful Bidder's EMD will be returned promptly as possible after opening of the Price Bid.
5. For successful Bidder's e-Bid EMD will be returned after submission of Security Deposited signing of the contract.
6. The EMD may be forfeited:
 - a) If Bidder (i) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e-bid form: or (ii) does not accept the correction of errors or (iii) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.
 - b) In case of a successful Bidder if the Bidder fails to sign the contract with the Authority.

2.3.7 Award Criteria

1. The final Letter of Award (LoA) will be given to the selected Bidder as the successful bidder as Eligibility & Evaluation Criteria of Bids laid in Section 4 of this bid document.
2. The Authority will award the contract to the successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the eligibility requirement of the bidding document.

2.3.8 Notification of Award

1. Prior to the expiration of the period of e-Bid validity, the Authority will notify the successful Bidder in writing, by letter/e-mail/fax, that its e-Bid has been accepted.
2. The notification of award will constitute the formation of the contract.

2.3.9 Performance Security

1. On successful bidding by highest bidder, the successful Bidder shall furnish to the Authority the Interest free Performance Security equal to 15 percent of Successful Bid amount of annual remittance (Total Reserved Remittance) in form of 5% Cash and 10% Bank Guarantee, along with Infrastructure Security as per Clause 2.4.6. or 45 days advance per day agreed remittance.

a)

Within 07 (seven) working days from the day of successful bidding:

RTGS receipt amounting to Rs. _____/- [an amount equal to 5 percent of Annual Remittance, i.e. (Annual Remittance X 5%-Rs.)-] (EMD) by RTGS transfer of amount into ADA Account will be accepted towards this Performance Security, prescribed in this Clause, subject to confirmation by the remitting banker about transfer of RTGS amount; and

b)

Within 05 (Five) Working days from date of issue of the LOA (whichever is later),

A Bank Guarantee as per the format prescribed by the Authority from any Nationalized Indian Bank/State Bank of India or its subsidiaries/IDBI/ ICICI/Export Import Bank/Foreign Bank with counter guarantee from any Nationalized Indian Bank or State Bank of India or its subsidiaries/any RBI approved Scheduled Commercial Bank Rs. _____/- (an amount equal to 10 percent of agreed annual remittance, valid for a period of 26 (Twenty Six) months from the Date of LOA for due observance of the terms and conditions contained herein and the performance of its obligations as per the Contract to be entered into for 2 (two) years. The Bidder is at liberty to submit a crossed account payee demand draft/pay order issued by a Scheduled Bank in India in lieu of the Bank Guarantee.

Note:- After completing one year, for the next year the bidder has to furnish the both performance securities mentioned above according to next year increased annual remittance amount as mentioned in RFP

c) If authority extends period for contract for any term beyond 2 (two) years, then the contractor shall furnish Performance Security for the extended period as per new annual remittance amount.

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

- if the successful Bidder fails to sign the Contract; (Bid security as per RFP shall be forfeited)
 - In case the Selected Bidder, having signed the Contract Agreement commits any breach thereof. (Bid security shall be forfeited)
- e) The Performance Security (EMD Deposited plus Amount paid under clause 2.3.9, along with charge on bank guarantee) shall be paid back to the Selected Bidder, after deduction of any dues/charges payable to Authority:

- if the successful Bidder completed terms and tenure of the Contract;
 - In case the Contract Agreement terminated due to any circumstances specified in agreement.
2. Prior to award of contract, to fulfil the requirement of Security Deposited during the implementation period, the successful Bidder will deposit Security Deposit amount as stated in Letter of Acceptance. in the form of FDR drawn on any Scheduled or Nationalized Bank in favour of ADA valid for 60 days after Issue of Performance Certificate.
3. Before the contract is awarded to the Successful Bidder, an agreement (to be given later) will have to be signed by the Successful Bidder at his cost on proper stamp paper.

2.4 Other General

2.4.1 Assessment of User Fee Revenue and Restriction on Place of Collection of User Fee

- a) The Bidder is advised to visit the User Fee Collection section, plaza(s) and/or booth(s), make an assessment of the User Fee Revenue based on its own estimation at its own responsibility and expense and may obtain any other information from its own sources that may be required by the Bidder for preparing the Bid and entering into the Contract for collection of User Fee. The Authority does not guarantee extent of User Fee Revenue during the contract period.
- b) The Bidder recognizes the fact that there are number of lateral entries to the section of the Agra Inner Ring Road for which User Fee is to be collected. The Successful Bidder shall not be entitled to close and/or demand closure by any authority whatsoever, of any such entry. Thus, the Bidder recognizes that all fee paying traffic may not pass through the User Fee Collection booth or plaza.
- c) During the contract period, the successful Bidder shall not ask for collection from any other place, for whatever reason. Under all circumstances, User Fee Collection shall be only from the place specifically provided in the RFP.

2.4.2 Handing over of Fee Plaza/ Booth

The handing over process will have following steps:

- a) The Existing Agency shall freeze to collect user fees on basis of LOA provided to new agency.
- b) The Authority will hand over the charge of Toll/ Booth/ infrastructure owned by authority to the Successful bidder/ Contractor that shall be mentioned in LOA (Letter of Award).
- c) The existing agency shall remove the infrastructure installed/ owned by him before 4 days of date mentioned in LOA.
- d) The appointed agency must start collection of User Fees that will be mentioned in LOA (Letter of Award).
- e) During the transition period of handing over of toll plaza to new agency from the agency who is currently operating the toll plaza, the appointed agency can collect user fees by using hand-held POS terminals or printed hand filled dual carbon copy receipt book, if the existing infrastructure is to be modified or renovated without disturbing the existing basic infrastructure. For infrastructure and facilities they can use temporary arrangements. All infrastructures as specified in this RFP and contract the reunder shall be in position. NO EXTENSION WILL BE PROVIDED IN THIS REGARD IN ANY CASE.
- f) No relaxation will be provided in payment of remittance payable by the agency for the aforesaid handover/ fitment/ setup period.

If existing agency becomes successful bidder in this tender process, the process specified in clause 2.4.2 a) to 2.4.2 e) shall be read as deleted.

2.4.3 User Fee Rates

User Fee Rates applicable and chargeable on different categories of vehicles are given in Schedule-I to the Contract. The Authority reserves the right to revise/modify/ change user fees rate from date as per authorised notification under Agra Development Authority Fee (Determination of Rates and Collection), A.D.A.-AIRR-AP Dec 2016 Rules. In case, ADA decide to increase the rates of toll charges on the basis of WPI at any time, then the remittance shall be increased proportionately to ADA.

2.4.4 Remittance of Agreed Amount

The User Fee shall be collected by the Successful Bidder and the agreed amount [refer Para H of preamble & clause 5 of the contract] shall be payable to the Authority on weekly basis i.e. at the end of week on the day Tuesday.

2.4.5 Infrastructure at Toll Plaza

- i) The successful bidder will be required to evaluate condition, situation and position of all infrastructure inventories at least 7 days before taking handover. If successful bidder has any objection in any of the inventory item, then they have to inform authority, at least 7 working days before handover date, in writing to take appropriate action in this regard.
- ii) After taking handover from authority, ADA would not be liable for any defect, shortage, damage in the listed infrastructure items.

2.4.6 Infrastructure Security and Rent

- i. The successful bidder shall pay by RTGS to authority an Interest Free Infrastructure Security Deposit of Rs. 37,80,915.00 (Rupees Thirty Seven Lakhs Eighty Thousand Nine Hundred and Fifteen) at the time of submission of Performance Security as per clause 2.3.9
- ii. On completion or termination of contract as per clause 2.4.7, from this infrastructure deposit an amount equivalent to 1/3 of infrastructure security deposit per annum (plus applicable taxes) for cost of infrastructure provided, to the contractor at toll booth, shall be deducted as rent/usage charges and remaining security will be released to the contractor.
- iii. The agency have to keep the road clean and clear of dust the inner ring road having 10.88 km length by using mechanical sweeping machine and sweepers regularly. No payment will be made by the authority for the above mentioned work.
- iv. Agency has to maintain the trees and shrubs in central verge which are being planted by ADA. Agency has to apply water fertilizer pesticide for the plants. During inspections if it is found that plants and trees are not properly maintained than executive engineer ADA shall have the right to impose penalty upto Rs. 10,000/-.
- v. Authority has installed the Fastag in 16 lanes. The agency has to deposit 20% of expenditure made by ADA on Fastag within 3 months after getting the LOA (Letter Of Award) as the rent of Fastag equipments for the next year the agency has to deposit 20% of amount of expenditure Fastag within 3 months. The expenditure

made of Fastag shall be nearly Rs. 1.00 Core. The actual amount shall be informed at the time of allotment. Agency has to bear the cost incurred during operation of Fastag that is commission on Fastag of acquire bank.

- vi. The expenditure of maintenance of equipments of Fastag have to be paid by agency to ADA from time to time. If any defect occurs in Fastag equipment than agency have to replace that equipments on its own cost as early as possible.
- vii. If any Fastag lane is found to be closed or not operative at the time of inspection than executive engineer ADA has the right to impose penalty upto 5000/-.
- viii. The contractor will be also requires to pay/ deduction from Security Deposit for any defect, damages, lost, repair to the infrastructures provided on actual cost basis.
- ix. NO Interest will be paid of any Security Deposit provided under this Tender Contract.

2.4.7 Period of Contract for User Fee Collection Rights

- I. The Contract for User Fee Collection rights will normally be for 2 (two) year. However, in case of certain stretches going for other Projects, the Authority reserves the right to reduce the period of Contract without any compensation and in such cases of early termination of contract, the total amount payable by the Contractor to the Authority will be proportionately modified depending upon the period.
- II. The Authority reserves the right to extend the contract period upto 1 (one) more year from date of expiry of original contract. The agreed amount for extended period shall be 110% of 2nd year of remittance. [refer Para H of preamble & clause 5 of the contract] shall be payable to the Authority on weekly basis.

2.4.8 Signing of Contract; Taking over of Fee Plaza & Starting of user fee collection:

After submission of the Performance Security, the successful bidder shall be required to sign the contract in the form of contract prescribed herein, within 7 (Seven) days from the date of submission of the Performance Security and after signing the contract, the successful bidder shall be required to takeover the fee plaza and start the user fee collection by the process as specified in clause 2.4.2. or any other date and time as may be prescribed by the Authority in LOA. Within 28 days of the date of signing of contract or within such period as provided in the applicable law, whichever is shorter, the successful Bidder shall, if required, have the same engrossed, have the correct Stamp Duty adjudicated by the Registrar, Agra and return the same duly signed and executed to the Authority, as per the terms of Contract, unless exempted by any law for the time in force. Successful Bidder's failure to sign the Contract, take over the fee plaza and start user fee collection within the period stipulated above shall result in forfeiture of the Performance Security.

2.4.9 Fraud And Corrupt Practices

- I. 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract Agreement, the Authority may reject a Technical Bid, withdraw the LOA, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Contractor, as the case may

be, if it determines that the Bidder or Contractor, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contractor Agreement, or otherwise.

- II. 4.2 Without prejudice to the rights of the Authority hereinabove and the rights and remedies which the Authority may have under the LOA or the Contract Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract Agreement, such Bidder or Contractor shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date-such Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "corrupt practice" means

(i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or

(ii) save and except as permitted under this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the Issue of the LOA or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

(b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process

(c) "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

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

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

2.4.10 Zero Tolerance Duties of Successful Bidder

- a. The area surrounding the Toll Plaza and toilets at the toll plaza, have to be maintained clean and hygienic.
- b. Any infrastructure provided (existing as well as future) by ADA at toll plaza shall be well maintained and managed by the agency at own cost. Any damage has to be repaired or replaced by the agency at own cost. If any repair, maintenance or replacement cost paid by ADA for this infrastructure during the contract period, the agency shall reimburse those expenses to ADA and cannot demand ownership of the asset in any circumstances.
- c. The agency has to install an arrangement for filtered RO water, with cooling facility for public.

2.4.11 Miscellaneous

- a. The Bidding Process shall be governed by, and constructed in accordance with, the laws of India and the Court of Agra (Uttar Pradesh) shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the bidding process.
- b. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time to;
 - a) Suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b) Consult with any bidder in order to receive clarification or further information;
 - c) Retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder; and/or
 - d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any bidder.

3 Terms of reference and Scope

3.1 Background

Agra Development Authority was constituted on dated 11.09.1974 under section-3 of U.P. urban planning and development Act 1973. At the time of declaration, it included 144 revenue villages. In 1985 Govt. of U.P. extended development area of Agra development authority by adding 19 revenue villages. Again in 1998 in development area of Agra development authority was increased including Fatehpur Sikri and 5 revenue villages into it. Master plan of Fatehpur Sikri – 2021 was prepared for 75000 population and urbanized area of 1056.55 ha.

The Agra Development Authority (the “Authority”) is engaged in development, maintenance and management of Agra Inner Ring Road (the “AIRR”) and as part of this endeavour, the Authority has decided to renew the contract to collect the User Fee through an agency (the “Contractor”) in respect of section from km 0.000 to km 10.900 on AIRR (Kuberpur to Fatehabad Road section) at Toll Plaza Rahankalan at Km. 2.600 in the District of Agra and has decided to invite the Technical Bids from the bidders on e-tender basis for selection of the bidders by sealed bidding to select the agency to whom the work of User Fee Collection (the “Project”) may be awarded.

3.2 Site Details

3.2.1 Site Location

- Toll Plaza Rahankalan at Km 2.600 At Kuberpur to Fatehabad Section Of Agra Inner Ring Road
- Meeting point of Agra-Lucknow Express Highway at Agra Inner ring road.

3.3 Scope of services

The scope of this project User Fee collection at Toll Plaza Rahankalan at Km 2.600 from Kuberpur to Fatehabad section of Agra Inner Ring Road Developed By Agra Development Authority.



- It is liability of contractor to provide below listed infrastructure/ facilities, if any of these not handed over by the authority, the contractor shall be required to arrange these on their own.
 - Toll Lighting:** The Contractor shall install sufficient visible lights/ LED bulbs/ Halogen/ Musk Lights at the toll booth that ensures clear visibility of 200 meters from the toll plaza at night time.
 - Electricity Connection:** Provision for Electricity connection has been made at Toll Plaza location. The Contractor shall take a electricity connection in his own name
 - LED Fog Light:** The Contractor shall install HD LED FOG LIGHTS at entrance side of every toll booth(s).

- d. **Overhead Lane Signs (OHLS):** The Contractor shall install OHLS at entrance side of every toll booth(s)
- e. **Traffic Signal Light:** The Contractor shall install traffic signal light (Green and Red) on the roof over the toll booth and in every Toll lanes.
- f. **Computers and its Peripherals:** The contractor shall install Computers and its peripherals, to generate toll slips for User Fee Collection. Network connected hand-held POS terminals could also be installed in place of computer, but these all computers/ POS terminals shall be connected through a central server and toll software.
A server computer shall be installed in Administrative office at toll plaza location, which has all database and information related to User Fee Collections.
- g. **Printers:** All Toll User Fee Receipts shall be computer generated, which shall contain information as prescribed. All computers/ POS terminals at toll booths shall be accompanied by a printer to print receipt.
- h. **Networking:** Networking of the computer/ POS systems shall be installed by the Contractor. Networking could be a wired or wireless. The network shall connect to the system installed in administrative office.
- i. **CCTV Camera:** For effective security management, CCTV cameras shall be installed on all 08 (eight) toll booth at such place and height, from where the image of the vehicle and driver can be captured.
Also, CCTV cameras shall be installed on the roof top of the toll plaza for capturing the movement of the vehicles.
- j. **CCTV Surveillance System:** surveillance System for CCTV Cameras with shall be installed in the administrative office for monitoring and saving of camera feeds. The camera feeds shall be saved for at least 30 days from the date of feed.
- k. **Automatic Toll Boom Barrier:** Automated Toll Boom Barriers needs to be installed on every toll gate which allows the boom to block vehicles access through a controlled point.
- l. **Generator:** Generator/ Standby Generator for power if there is no electricity connection/ for stand by requirement.
- m. **Toll Booths Furniture and Fittings:** Furniture inside the toll booths example chairs, table, telephone line etc shall be installed by the Contractor as per requirement.
- n. **Administration Office:** Administration Office shall be set up by the contractor in a temporary structure (in a container) at prescribed space by the Authority for constructing the admin office building. The entire administrative infrastructure shall be constructed (temporary)/ installed/ fitted by the Agency at the location specified by the authority for the purpose.
- o. **Toilets:** Temporary Urinals/ WC with signage of Toilet shall be installed by the contractor at location specified by the authority for public utility.
- p. **Ambulance:** The contractor shall make a provision for a Ambulance at Toll Plaza. The Vehicle shall be Matador Van / Swaraj Mazda /Tempo Travelers or equivalent with approved color pattern with the provision of two stretchers, fitted with rotating light for easy recognition, with ADA name and emblem painted prominently on sides, back and front, together with control center help number. The ambulance is required to have the necessary medicines and equipment and also the paramedical staff. The vehicle shall run minimum 5 kms daily.
- q. **Route Patrols:** Route Patrols are to be provided for 24 hours per day to assists road users and provide functions in relation to incident management. The Petrol vehicle fitted with VTS should be fully equipped as well as the patrol persons should be adequately trained in traffic management.
- r. **Incidence Management:** The contractor shall identify relevant incidence management agencies such as rescue, fire, hazardous material, traffic, police, hospital, clean ups and liaison with them for any incidental event management.

- s. Pavement Management:** The Contractor shall maintain clear traffic on road, any obstacle due to accident or any other reason shall be cleared by him in maximum 4 hours of reporting. Contractor shall remove dead animal/birds from the carriageway and bury them at suitable location within 2 (two) hours.
- ii. The contractor shall file a detailed status report with photographs and videos of the aforementioned infrastructure/ facilities installed/constructed at the Toll Plaza within three days after beginning and three days before completion.
 - iii. The repair and maintenance of such facilities once provided by the Authority shall be the responsibility of the Contractor including but not limited to payment of electricity bill, fuel, consumables like electricity bulbs, water charges etc. The Authority may provide consumables at the time of handing over of the User Fee collection plazas/booths only, thereafter all consumables shall be arranged by the Contractor at its own cost and at the time of taking over the facility by the Authority
 - iv. All expenses for printing receipts or passes to be issued to users shall be borne by the Contractor. The Contractor shall abide by the instruction of the Authority in the matter of its format or size or language.
 - v. An inventory (along with the condition and present book value) of infrastructural facility /equipment, and all other articles shall be prepared and duly signed by both the parties at the time of installation of any inventory item.
 - vi. The successful Bidder shall abide by all the instructions issued by the Authority from time to time. The Contractor also undertakes to abide by such instructions in order to make the process of User Fee collection simple, faster and hassle free by extending necessary cooperation in adopting the technological advancements in the process/work of User Fee collection.
 - vii. The user fee collecting agency 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.
 - viii. Successful Bidder have to setup and maintain Electronic toll collection system for users entering from Agra – Lucknow Express way towards inner ring road and users exiting from inner ring road to Agra-Lucknow expressway and collection of tolls during this contract tenure at 50% of user fee rates mentioned in Schedule -I. Please note that, users already charged at Rahankalan toll plaza at 2.600 km and exiting to Agra-Lucknow expressway shouldn't be charged again.
 - ix. The scope includes the operation and maintenance of utility centres and kiosks (canteens) at both sides of the Rahankalan toll plaza during this contract tenure.
 - x. The repair of the road section at the Fee Plaza site will be the responsibility of the ADA.
 - xi. The scope includes operation and maintenance of pre installed hardware & Software at Rahankalan toll plaza at 2.600 km, to make toll plaza compatible to Fastag during this contract tenure.
 - xii. The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all informations that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the RFP, before submitting offer with full satisfaction, the cost of visiting the site shall be at his own expense.

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

Category of vehicle	Proportion in %
1. 3 Wheelers	0.59%
2. Car, Jeep, Van or Light Motor Vehicle	77.78%
3. Light Commercial Vehicle, Light Goods Vehicle or Mini Bus	6.12%
4. Bus or Truck (Two/ Three Axles)	12.02%
5. Heavy Construction Machinery (HCM) or Earth Moving Equipment (EME) or Multi Axle Vehicle (MAV) (Four to six axles)	3.39%
6. Oversized Vehicles (seven or more axles)	0.10%
Total	100.00%

3.4 Team

S. No	Designation at Plaza	No per lane	No per shift (for all lanes)	Nos. deployed per Plaza (for all shifts)	Essential Qualification
1	Head of Toll Operations- Chief officer			1	(a) Degree in IT/ Computer Science/ Electronics & Communication or MCA from any government recognized university; (or) Graduate in any discipline from government recognized university, with DOEACC 'A' level Course; 3 years BCA; 2 years MBA in IT or equivalent (1 year Diploma/ PG Diploma Courses are not eligible); and (b) 2 years experience in using semi-Automatic/ electronic fee collection systems
2	Security Officer			1	(a) Graduate in any discipline from any government recognized university with minimum 10 years post-qualification experience in relevant field in any government or private organization of repute; (or) Any Retired Defence/ Police Officers who led a team, with Graduation in any discipline from any government recognized university; and (b) experience of 3 years as Security Officer on similar assignments
3	Accounts Officer			1	Post-graduate in Commerce or Graduate with CA/ICWA/SSA with 5 years experience in Audit & Accounts.
4	Shift In charge		1	3	Graduate in any discipline and a diploma in computing from a recognised institute of repute with minimum 2 years post qualification experience in relevant field or retired defence personnel of rank equivalent to ASO. or above. The officer can be from paramilitary forces also and the at least a diploma in computer application or equivalent from any govt. recognized institute in India
5	Accountant		1	3	Graduate in any discipline with minimum 5 years post qualification experience in any in any govt or. private organization of repute
6	Fee Collector	1	16	48*+6(2 reliever per shift)=54	12th pass from any recognised board in India or retired defence personnel with operational knowledge of computer.
7	Fee Attendant	1	16	48*+6(2 reliever per shift)=54	12th pass from any recognised board in India or retired defence personnel.
8	Barrier man		2+2 (up & down)	12	12th pass from any recognised board in India or retired defence personnel
9	Channelizer		2 (up & down)	6	12th pass from any recognised board in India or retired defence personnel
10	Gunman		2	6	Retired defence personnel only.
11	Electrician		1	3	10th Standard pass from any recognised board of India with knowledge of the relevant field.
12	Safaiwala		1	3	Experience in relevant field.
13	Mali			1	Experience in relevant field.
14	Peon		1	3	8th standard pass.
	Total			103	

4 Eligibility and Technical Evaluation criteria

4.1 Eligibility criteria

Applicants must carefully read the minimum conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation. To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

Eligibility of Bidders at technical bid Stage: For determining the eligibility of Bidders for their Technical qualification hereunder, the following shall apply.

4.1.1 Registration details

S.No	Eligibility Conditions	Documentary Proof to be submitted
i.	The bidder can be any registered proprietorship / partnership / private limited / Public Limited / LLP / Trust or Society.	The bidder shall be required to submit a true copy of its Incorporation Certificate along with the Proposal
ii.	The bidder must have a valid Goods and Service Tax (GST) registration in India. Exemption for this in case of NGO	The bidder shall be required to submit a true copy of its Good and Service Tax (GST) registration certificate. Documents proving entity is NGO.
iii.	The Bidder (in case of single business entity)/ Any member (in case of JV/Consortium) must have an operational office for the last Five years in India	Proof of registration of the Bidder shall be submitted. In case of JV/Consortium, proof of registration of all the members shall be submitted

4.1.2 Financial Eligibility

S.No	Eligibility Conditions	Documentary Proof to be submitted
i.	A minimum Net Worth of 40% of the Annual Potential Collection (APC) of the toll plaza, at the close of the preceding financial year (2022-23). APC has been mentioned in note RFP (i.e. Rs. 36.67 Cr.)	The Bidder shall enclose with its Application, certificate(s) from its Statutory Auditors stating its total revenues. The Statutory auditor also needs to certify that the Bidder has positive Net worth in three (3) consecutive financial years in last three (3) financial years from the Proposal Due date of bid.
ii.	The Bidder should have positive net cash accruals during any two financial years out of the last three financial years (2020-21; 2021-22 & 2022-23). <ul style="list-style-type: none"> Net Cash Accruals shall mean Profit after Tax + Depreciation. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) Less (Revaluation reserves + miscellaneous expenditure not written off + accrued liabilities not accounted for) For avoidance of doubt, the financial year shall for the purposes of a bidder hereunder, mean the accounting year followed by the bidder in the course of its normal business. In case of Partnership firm/Proprietary firm the net worth of the firm and not of the individual partners shall be 	In the event that the Bidder does not have a statutory auditor, it shall provide the requisite certificate(s) from the Chartered Accountants of the Bidder that ordinarily audits the annual accounts of the Bidder. Refer Form 2: Financial Capacity of the Bidder

	considered. In case of Individuals, the capacity of the individual for the applicable financial year shall be considered on the basis of valuation certificate from registered valuer and certification of the same by Chartered Accountant.	
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4.1.3 Technical Eligibility

The Bidder shall have experience as under:

S. No.	Criteria	Documentary Proof to be submitted
i.	<p>For the purposes of satisfying the conditions of eligibility and for evaluating the Bidder's proposals under this RFP, following projects shall be deemed as eligible projects (the "Eligible Projects")</p> <p>The experience of minimum three years in the field of running of Toll Plaza(s). Minimum 50% of APC (Annual Potential Collection) 1st year (Rs. 36.67 Cr.) mentioned in RFP (Note). i.e. experience of running toll plaza of Rs 18.33 Crores in any one year out of three years shall be mandatory for the evaluation of technical bid, subject to fulfilment of other conditions under this RFP. The bidder not having experience in the field of running of toll plaza of a central government, state government, PSU and local urban body will not be considered technically qualified. Attachment of Agreement and/or LOA of the aforementioned is required.</p>	<p>Work order/Copy of contract agreement/letter of award and any one of the following:</p> <ol style="list-style-type: none"> 1. Client certificate specifying similar experience Or 2. Completion Certificate Or 3. Self- declaration along with a copy work order and agreement showing the details of the scope of work along with proof of submission and certificate from Chartered Accountant certifying the work is completed as per the contract

4.1.4 Other Criteria

S.No	Criteria	Documentary Proof to be submitted
i.	The Bidder should not have been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar exists as on the date of the Proposal.	Undertaking as per Form 5
ii.	Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder	Undertaking as per Form 6
iii.	Character Certificate of the Individual/ Proprietor, All partners of the firm, all directors of company and all members of the society by competent authority and shall be counter signed by superintendent of police (SSP/SP) or by District Magistrate.	Appendix II Annex VI

iv.	Solvency Certificate of Minimum 2 (Two) Crores (Combined Solvency issued by Bank shall also be considered. In solvency the liquid asset should be minimum Rs. 1.5 Cr. (Rupees One Crore Fifty Lakh only).	To be submitted on company letter head
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Only Eligible Bidders will be taken up for Technical Evaluation.

4.2 Technical Evaluation Criteria

The Bidder shall be selected under the Quality-cum-Cost Based Section (QCBS) with procedures described in this RFP. Bidders who score a minimum of 70% marks in technical evaluation shall be technically qualified and only their Financial Bids shall be opened for further evaluation.

S.No	Criteria	Documentary Evidence to be submitted	Max. Marks
1. a)	Work experience of minimum three years in the field of running of Toll Plaza(s) with Central Government Agencies/State Government Agencies/PSU's/local governments. <ul style="list-style-type: none"> 3 to 5 years – 10 marks 5 to 8 years – 20 marks 8 to 10 years – 30 Marks More than 8 years – 35 Marks 	Work Orders/Completion Certificates	35
1. b)	Experience of running toll plazas of Minimum 50% of APC (Annual Potential Collection) 1st year (Rs. 36.67 Cr.) Rs 18.33 Crores during past seven years <ul style="list-style-type: none"> 1 Number – 10 Marks 2 Numbers – 20 Marks More than 3 numbers – 30 Marks 	Work Orders/Completion Certificates	30
3	Key professional team qualifications and competence for the assignment associated with the project :- <div> <div>Head of Toll Operations- Chief officer <ul style="list-style-type: none"> 0 to 2 years – 5 Marks 2 to 5 years – 10 marks More than 5 years – 15 marks </div> <div>Security Officer – 10 Marks <ul style="list-style-type: none"> 3 to 5 years – 5 marks More than 5 years – 10 marks </div> <div>Accounts Officer – 10 Marks <ul style="list-style-type: none"> 5 to 8 years – 5 marks More than 8 years – 10 marks </div> </div>	CVs to be attached	35
	Total		100

Minimum score of **60 marks** is required in the evaluation process. Only those bids having minimum score would be eligible for opening of financial bids. All the firms which meet the minimum qualifying marks prescribed will stand technically qualified for consideration of their financial bids.

Note:

- a. Applicants will be required to provide completion certificates/Experience letter as proof of experience. In case of landscape works combined with other works (such as civil / electrical / building etc) the project cost, components, area should be clearly defined in the documentary evidence submitted.
- b. Extension work orders on an existing project will not be counted as separate projects but may be counted towards the monetary value of the total project.
- c. Evaluations will be based on documentary evidence submitted by the Applicants and presentation before the Client with respect to evaluation/selection criteria.

4.3 Financial Evaluation

The Bidder shall be selected under the Highest Cost Basis (H1) with procedures described in this RFP.

1. Financial Tender will be evaluated on the basis of the financial bid quoted by the Tenderers.
2. The financial quote shall be subject to a Minimum Reserve Price. A minimum Reserve Price of INR 80.86 Cr (Rupees Eighty Crore Eighty Six Lakhs Only) + GST shall be the upset value, which the tenderer shall take into consideration while submitting their Financial Bid.

Note:-

- (a) Reserve Price is based on Rs. 38.50 crore 1st year and for Second year 1.1 time of 1st year reserve price i.e. Rs. 42.36 Crore. So the Reserve Price for 2 years is Rs. 80.86 Crore.
- (b) So the annual price shall be calculated on the basis of highest bid price by adopting reverse procedure. For example if highest bid is Rs. 85 crore then 1st year remittance shall be Rs. 40.47 crore and 2nd year remittance shall be Rs. 44.53 crore.

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

3. In the event first highest bidders bid and second highest bidders bid has the difference less than Rs. 1.00 Crore then Vice Chairman, ADA reserve the right and may initiate the auction bidding. The highest quote received on the through this tender on UP E-Tender portal will be considered as the base price and then all the qualified bidders will be requested to attend a **Forward Auction** to be conducted on the Agra Development Authority Website. The highest bid received through **Forward Auction** will be considered as the final quoted price and the work will be awarded to the bidder with highest quote. The qualified bidders will have to attend the **Forward Auction** and their bids will be liable for rejection in case of higher quote is received in their absence.

4. The Qualified Tenderer quoting the highest reserve Fee shall be declared as the Selected Tenderer.

Note: Kindly note that technical bids with any financial bid information shall be summarily rejected.

The client reserves the right to accept any proposal or reject any or all the proposals without assigning any reasons and any liability whatsoever including financial liability. The client also reserves the right to close or cancel the entire process of appointment at any point without assigning any reasons whatsoever and without any liability whatsoever.

Annexure A: General Conditions of Contract (GCC)

1. General Provision

1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- i. "Applicable Law" means the laws and any other instruments having the force of law in India as they may be issued and be in force from time to time;
- ii. "Authorized Representatives" shall have the meaning set forth in Clause 1.5 of Annexure B
- iii. "Bidder" means any private or public entity that may provide the Services to the Authority ("the Client") under the Contract.
- iv. "Client" means the Authority with which the Bidder signs the Contract for the Services
- v. "Contract" or "Agreement" means the Contract signed by the Parties and all the attached documents, if any
- vi. "Confidentiality" shall have the meaning set forth in Clause 3.3 of Annexure B
- vii. "Consultant" means the successful bidder with whom the contract shall be or has been signed
- viii. "Eligibility" shall have the meaning set forth in Clause 4.1 of the RFP
- ix. "EMD" Earnest Money Deposit
- x. "Government" means the Government of the Client's country/state
- xi. "Key Dates" shall mean the dates mentioned in the Data Sheet
- xii. "LOA" Letter of Award
- xiii. "Official Website" is [Welcome to Agra Development Authority \(adaagra.org.in\)](http://adaagra.org.in)
- xiv. "Party" means the "Client or the Bidder" as the case may be, and "Parties" means both of them
- xv. "Personnel" means professionals and support staff provided by the Bidder assigned to perform the Services or any part thereof
- xvi. "Proposal Due Date" or "PDD" shall mean the date as specified in the Data Sheet
- xvii. "Proposal Validity Period" shall mean the number of days for which the proposal shall be called valid post bidding till the signing of contract (the number of days are as mentioned in the Data Sheet)
- xviii. "RFP" means Request for Proposal i.e. It is a document that solicits a proposal, made through bidding process, by an agency or Authority interested in procurement of a commodity, service, or valuable asset.
- xix. "Scheduled Bank" means Banks specified in the RBI Act, 1932
- xx. "Services" means the work to be performed by the Bidder pursuant to the Contract.
- xxi. "days" means calendar days
- xxii. "weeks" means calendar weeks

xxiii. “months” means calendar months

1.2. Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3. Language

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

1.4. Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed.

A Party may change its address for notice hereunder by giving the other Party a notice in writing of such change to the address.

1.5. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Bidder may be taken or executed by the officials specified in the Contract.

1.6. Fraud and Corruption

For the purpose of this Contract, the terms set forth below as defined as follows:

- i. “corrupt practice” means offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- ii. “fraudulent practice” means misrepresentation or omission of facts in order to influence the selection process or the execution of a contract;
- iii. “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
- iv. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of the contract.

Measures to be taken:

The Client will cancel the Contract if representatives of the Bidder are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract;

The Client will sanction the Bidder, including declaring the bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the said contract.

1.7. Limitation of Liability

The Contract will require that the aggregate liability of the bidder under this Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Bidder hereunder. The preceding limitation shall not apply to liability arising as a result of the Bidder's fraud in performance of the services hereunder.

1.8. Insurance

The Bidders are expected to maintain insurance cover for the following events to insure Bidder's risks against:

- i. loss of or damage to equipment, property in connection with the Contract; and
- ii. Personal injury or death of the employees

For any other events that may be applicable, the Client does not take any responsibility for insurance coverage in case of any mis-happening.

1.9. Liquidated Damages

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.5% (two per cent) of the Agreement/Contract Value per week, subject to a maximum of 10% (ten per cent) of the Agreement/contract Value shall be imposed and shall be recovered by appropriation from Payment of the Consultant or the Performance Security.

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the bidder in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause.

1.10. Security Deposit

For the purposes of the Agreement, Security Deposit shall be deemed to be an amount equal to to 15 percent of Successful Bid amount of annual remittance (Total Reserved Remittance) in form of 5% Cash and 10% Bank Guarantee, along with Infrastructure Security as per Clause. or 45 days advance per day agreed remittance; which must be provided in the form of a NEFT / RTGS payment, before signing of the contract.

In case any services are not found as per the prescribed Specification as given in Section 3, the Client may impose penalties on the Bidder. The consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the bidder by way of deemed liquidated damages, subject to a maximum of 10% (ten per cent) of the total fee quoted for the contract period and may be recovered by appropriation from the Security Deposit as well. Depending on the severity of the situation, the entire Security Deposit may get forfeited.

1.11. Forfeiture of Security Deposit by Authority

For successful bidders, the Security Deposit submitted may be forfeited under following conditions:

- i. If the Consultant violates any such important conditions of the RFP / Contract; or
- ii. If the Consultant indulges in such activity which will or may jeopardize the interest of ADA in timely finalization of this project; or
- iii. If the liquidated damages are found to be higher than Security Deposited by the successful Bidder.

2. Commencement, Completion, Modification and Termination of Contract

2.1. Effectiveness of Contract

This Contract shall come into effect from the date the Contract is signed by both Parties.

2.2. Commencement of Services

The Consultant shall begin carrying out the Services not later than 15 days after the Effective Date specified in the RFP or the Contract.

2.3. Expiration of Contract

Unless terminated earlier pursuant to GC Clause 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

2.4. Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

2.5. Force Majeure

2.5.1. Definition

For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies

Force Majeure shall not include

- i. Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor
- ii. Any event which a diligent Party could reasonably have been expected to both
- iii. Take into account at the time of the conclusion of this Agreement, and
- iv. Avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.5.2. No Breach of Contract

The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default, under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3. Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6. Termination

Either Party may terminate the Contract with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations.

2.6.1. By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this GC Clause 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- b) If the Consultant becomes insolvent or bankrupt.
- c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GC Clause 8 hereof.

2.6.2. By the Successful Bidder

The Successful Bidder may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this GC Clause 2.6.2:

- a) If the Client fails to pay any money due to the Successful Bidder pursuant to this Contract and not subject to dispute pursuant to GC Clause 6 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to GC Clause 8 hereof.

2.6.3. Payment upon Termination

Upon termination of this Contract pursuant to GC Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:

- a) payment pursuant to GC Clause 2.6 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of GC Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. Obligations of the Bidder

3.1. Standard of Performance

The Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third Parties.

3.2. Responsibility of the Bidder

The Bidder shall be fully responsible for site review and event of the services conforming to relevant Indian or International standards.

The Bidder may commence execution of services on the start date and shall carry out the services in accordance with the program submitted by the Bidder, as updated with the approval of the Client, and complete them by the intended completion date.

The workmanship shall be of high order and quality so as to prevent accidents and damaging of the environment and surroundings.

Notwithstanding anything mentioned in this RFP, the Bidder shall ensure compliance with all Applicable Laws and any guidelines which have been issued by the government or Client from time to time.

3.3. Confidentiality

Except with the prior written consent of the Client, the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of the Contract, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under the Contract, or (e) must be disclosed under Applicable Law, legal process or professional regulations. These obligations shall be valid for a period of six (6) months post the date of termination of the Contract.

3.4. Documents prepared by the Bidder to be the property of the Client

- a. All deliverables in the form of data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") submitted by the Bidder under this Contract shall, not later than upon termination or expiration of this Contract, be delivered to the Client, together with a detailed inventory thereof.
- b. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of the Contract, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under the Contract, or (e) must be disclosed under Applicable Law, legal process or professional regulations.

3.5. Accounting

The Bidder shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof.

4. Obligations of the Client

- a. Assistance and Exemptions - The Client shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the Contract.
- b. Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties, then the remuneration and reimbursable expenses payable to the Consultant under this Contract shall be increased or decreased accordingly under this Contract.

5. Payments to the Bidder

5.1. Terms and Conditions of Payment

Payments will be made to the account of the Bidder and according to the payment schedule stated in Section 3.

6. Good Faith and Indemnity

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

To the fullest extent permitted by Applicable Law and professional regulations, both the parties indemnify each other and their associates and employees against all claims by third parties (including each other's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any report, deliverable, etc. disclosed to it by or through the parties as part of the regular interactions or for project/s purposes.

7. Penalty

In addition to the liquidated damages not amounting to penalty, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the

Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

8. Settlement of Disputes

This Contract shall be governed by, and construed in accordance with, the laws of India.

Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

In the event of any dispute between the Parties arising out of or in connection with the Contract, including the validity thereof, the Parties hereto shall endeavour to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 (thirty) days, gives a notice to this effect, to the other party in writing.

Arbitration

In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be appointed by the Parties by mutual consent, failing which each party shall appoint one Arbitrator each and together the two Arbitrators shall appoint an umpire. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in Gautam Budh Nagar, India. The language of arbitration shall be English/Hindi.

The Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.

Jurisdiction

In the event that Parties fail to settle the dispute amicably, the same shall be settled by binding Arbitration conducted by a sole arbitrator appointed jointly by both Parties and governed by the Arbitration and Conciliation Act, 1996.

Any dispute arising in relation to this Contract shall be subjected to Jurisdiction of District court of Agra, Uttar Pradesh.

9. Third party Insurance

- i. The Consultant shall bear the cost, throughout the duration of contract, for a comprehensive general liability insurance covering injury to or death of any person(s), including death or injury caused by the negligence of the selected Consultant or his failure to perform its obligations under the agreement.
- ii. The Consultant shall submit, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, selected Consultant agrees and undertakes to indemnify and hold ADA harmless against all liabilities, losses, damages, claims, expenses suffered by ADA as a result of such default by the selected Successful Bidder .

10. Indemnification

To the fullest extent permitted by applicable law and professional regulations, both the parties indemnify each other and their associates and employees against all claims by third parties (including each other's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and

internal legal costs) arising out of the third party's use of or reliance on any report, deliverable, etc. disclosed to it by or through the parties as part of the regular interactions or for project/s purposes.

11. Fraud and Corrupt Practices

- i. The Consultant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this BID, ADA shall reject a Bid without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the ADA shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Processing Fee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the ADA for, *inter-alia*, time, cost and effort of the ADA, in regard to the BID, including consideration and evaluation of such Successful Bidder's Proposal.
- ii. For the purposes of this Clause 11, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a) **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of ADA who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LoA or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of ADA, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 3.17 of this Bid, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA, who at any time has been or is a legal, financial or technical adviser of the ADA in relation to any matter concerning the Project;
 - b) **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - c) **"coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
 - d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by ADA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - e) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

12. Negotiations

Negotiations may be held at the date, time and address intimated to the qualified and selected Bidder. Representatives conducting negotiations on behalf of the selected Bidder must have written ADA to negotiate and conclude a contract.

Appendix-1

Draft Contract Agreement

Preamble:--

- A. This Contract is made at....., on this the _____ day of _____ 2017 by and between the Agra Development Authority of India, a local body, established under the Uttar Pradesh Nagar Planning & Development Act 1973, 1988, having its Office at Near Sales Tax Office, Ratan Muni Rd, Jaipur House Colony, Agra, Uttar Pradesh 282010 hereinafter referred to as **"the Authority"** (which expression shall, unless excluded by or repugnant to the context thereof, be deemed to mean and include its successors in office and administrators) of the **ONE PART**, represented by its(to be authorized) CEO/VC.

AND

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

Or

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

Or

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

Or

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

Or

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

Or

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

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

()*Strike out, which ever is not applicable

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

*****Strike out, which ever is not applicable.***

- C. **AND WHEREAS** the Contractor undertakes to:

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

- D. **AND WHEREAS** the Authority is authorised under the Agra Development Authority Fees (Determination of Rates and Collection) Rules, A.D.A.-AIRR-AP Dec 2016 (hereinafter referred to as **"the Rules"**) to levy and collect User Fees on Agra Inner Ring Road (AIRR) pursuant to the Uttar Pradesh Planning and Development Act, 1973 (hereinafter referred to as **"the Act"**).

- E. **AND WHEREAS** the Authority is an Executing Agency under the provisions of the Agra Development Authority Fees (Determination of Rates and Collection) Rules, A.D.A.-AIRR-AP Dec 2016.

- F. **AND WHEREAS** the Authority is empowered under the provisions of the Act to enter into contracts with any person for the purpose of collection of USER Fee under the said Rules. The Authority is desirous of engaging the Contractor to collect User Fees only TOLL PLAZA RAHANKALAN at Km 2.600 At Kuberpur To Fatehabad Section Of Agra Inner Ring Road Developed By Agra Development Authority.

- G. **AND WHEREAS** the Authority invited bids from interested entrepreneurs for collection of USER Fee for the use of the said Section of AIRR for a period of Two years User Fee. The Contractor is one of those bidders who submitted bid and quoted in its offer that, in lieu of transferring User Fee collection rights for the said Section of the AIRR for aforementioned period.

The contractor has to deposit remittances on weekly basis. The advance weekly cheques have to be deposited with ADA for One year period. The dates remuneration shall be informed to agency in LOA.

In case contractor fails to deposit the above mentioned weekly amount then ADA reserve the right to cancel the agreement and Performance Security will be forfeited.

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

- H. **AND WHEREAS** the Authority HAS AUTHORISED VC/Secretary / Executive Engineer to enter into this Contract with the Contractor. The vice chairman reserves the right to authorise secretary or Executive Engineer to enter into contract.

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

- J. **AND WHEREAS** the parties are desirous of recording the terms and conditions on which the Contractor shall carry out the job of User Fees collection on behalf of the Authority.

Now there fore this contract witnesses in clauses as follows:

1. ENGAGEMENT OF CONTRACTOR:

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

2. PERIOD OF CONTRACT:

- i. "The Contract shall be for a period of Two years beginning on [insert date] from _____ (08.00 hrs.) to _____(08.00 hrs.), (hereinafter referred to as "Two years")

OR

till the plaza is handed over to the other collection agency, per directions issued by ADA, whichever is earlier."

However, the Authority reserves the right to reduce the period of contract without any compensation and in such cases of early termination of contract, the total amount payable by the bidder to the Authority will be proportionately modified depending upon the period.

- ii. The period of contract shall be Two years. In case the Authority is satisfied with performance of the Contractor or in case of urgency, the Vice Chairman, ADA reserves the right to increase the contract period for 1 more year. The agreed amount for extended period shall be 110% of the Last year Agreed Remittance.

3. RATE OF USER FEE:

- i. The Contractor shall collect User Fees at such rates only and from such vehicles only as have been notified by the Authority vide Notification for the use of the said Section of the Agra Inner Ring Road and in strict compliance with the provisions of the notification. A copy of the said draft notification to be published in due course is appended as **Schedule I**
- ii. The Contractor specifically undertakes not to claim during continuity of the Contract any change including addition, deletion and change in the classification mentioned or the rate of User Fee specified in the Notification referred above and appended to this Contract as Schedule I for any reason whatsoever, under any circumstance.
- iii. The Contractor shall not be allowed to make its own interpretation about a particular type of vehicle attracting a particular rate so as to charge a higher rate from a particular type of vehicles. Decision of the Authority on such matter shall be final and binding.

4. COLLECTION ONLY AT PRESCRIBED RATE:

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

5. CHANGE IN THE RATE OF USER FEE:

- i. The right of the Authority/ Central Government/ State Government to modify, change or vary the rate of USER Fee to be levied or conditions for collection of USER Fee, or both is hereby reserved. The revised remittance on annual increase of user fee rates due to change in WPI, will be determined using the weighted percentage increase in the rates of all categories of vehicles, using proportions of different categories of vehicles and considering single journey rates. The complete rules for revision of User Fees

have been set out in the Rules. If any change in user fee is effected by ADA then the remittance shall also be increased by ADA in the same percentage of increase in user fee.

- ii. Provided that, any modification, change or variation in the conditions for collection of User Fee (including towards concession/ rebate to the frequent short distance travellers by any scheme or for any specific purpose) shall, as far as possible, be effected by mutual discussions between the Contractor and the Authority with regard to the consequential adjustment in the amount payable by the Contractor to the Authority giving and in implemented and the Contractor shall be at liberty to refer the dispute to Arbitration as per Clause-27

6. COMMENCEMENT AND TERMINATION OF USER FEE COLLECTION:

- i. Subject to Clause 2 of the Contract, the USER Fee collection shall commence from the date as communicated by the Authority in writing which may be even at variance from the dates mentioned elsewhere and terminate on expiry of Two years. If authority is not satisfied or receives frequent complaints then authority reserves the rights to terminate the contract earlier.
- ii. Provided that the Contractor shall not commence collection if a published copy of the USER Fee notification in the Official notification is not made available by the Authority; The Authority can also change any date communicated earlier for commencement of collection of USER Fee for other reason/s, as considered necessary.
- iii. Provided that if the Contractor is not able to commence the collection of USER Fee from a particular date, not attributable to the reasons beyond his control, the period of the USER Fee collection shall be deemed to have begun from such date and the Contractor shall be liable to remit the agreed amount even for such period for which the collection has not been made.
- iv. The right to collect USER Fee shall come to an end on the expiry of a period of Two years or date specified by authority (Refer to Clause 2) reckoned from date as communicated by the Authority for collection of USER FEE.
- v. In no case, the Contractor shall have a right to demand continuance or extension of the contract period beyond the period of Two years.
- vi. If agency fails to deposit three consecutive installments within stipulated time mentioned in LOA, then ADA reserves the right to cancel the allotment of user fee collection agency and initiate the fresh process for bidding or invite the second lowest bidder to start the work, getting the consent of second bidder to work on present "APC" rate, depending on requirement at the time.

7. EXEMPTION OF VEHICLES AND CONCESSION:

- i. Type(s) of vehicles exempted as stated in the Schedule I appended to this Contract could be varied at any time either by the Authority or by the Central Government of India or by the State Government of Uttar Pradesh. Such variance, 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.
- ii. All exemptions available to users under the Indian Toll (Army and Air Force) Act, 1901 and rules there under, further extended to officials of Indian Navy, shall be honored by the Contractor.
- iii. The Contractor shall ensure to provide monthly and daily pass for multiple journey in accordance with the provision in the Rules. In case of any dispute about eligibility of any user about a particular concession or about the operating procedure, the decision of the Authority concerned or his authorized representative shall be final and binding.

- iv. If the Authority is satisfied that exemption or concession available to an otherwise eligible user for whatsoever reason, has been denied, the Contractor shall be liable to pay 100 (Hundred) times of the value of USER Fee charged from such eligible user as penalty within 7 days of the issue of a notice by the Authority in this regard.

8. PLACE OF COLLECTION:

- i. The Contractor shall collect User Fees only at User Fee Collection at TOLL PLAZA RAHANKALAN at Km 2.600 At Kuberpur To Fatehabad Section of Agra Inner Ring Road where, permanent USER Fee Collection Booth(s) are put up by the Authority.
- ii. 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.
- iii. Any advertisement in plaza area is strictly prohibited. Any deviation will be treated as non-compliance and action shall be taken either under Clause 17 (c) or under Clause 35(4).
- iv. The authority can place any advertisement or sanction any advertisement to be placed in plaza area, any income from such advertisement will solely attributable to the authority only and the contractor shall have no right to deny or demand for any revenue share.
- v. The Contractor undertakes not to demand any additional place for collection of USER Fee or for installation of check barriers under any circumstances and for any reason whatsoever. The Contractor also undertakes not to collect USER Fee from any other place. The decision of the Authority in this regard shall be final and binding.
- vi. The Authority reserves the right to change the location of collection point including the right of addition, removal and merger of the number of USER Fee collection points as notified through fee notification from time to time. In case of a plaza being closed by any of such notification, the contract shall be come to an end and the performance guarantee of the contractor shall be refunded in compliance to other provision of the contract in this regard.

9. DIVERSIONS:

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

10. HANDING OVER THE USER FEE PLAZA:

- i. The Existing Agency shall freeze to collect user fees after the award of toll plaza to new agency.
- ii. The Authority will hand over the USER Fee Plaza collection booths and infrastructure owned by authority at User Fee Collection at TOLL PLAZA RAHANKALAN at Km 2.600 At Kuberpur To Fatehabad Section Of Agra Inner Ring Road after signing the contract to the Contractor and date of start shall be mentioned in LOA (Letter of Award) for the purpose of USER Fee collection on the said Section of the AIRR.

- iii. The appointed agency must start collection of User Fees that shall be mentioned in LOA.
- iv. The appointed agency can collect user fees after getting LOA, on the date mentioned in LOA, by using hand-holding POS terminals or printed hand filled dual carbon copy receipt book, if the existing infrastructure is to be modified or renovated without disturbing the existing basic infrastructure. For infrastructure and facilities they can use temporary arrangements. All infrastructures as specified in this RFP and contract there under shall be in position. NO EXTENSION WILL BE PROVIDED IN THIS REGARD IN ANY CASE.
- v. No relaxation will be provided in payment of remittance payable by the agency for the aforesaid handover/ fitment/ setup period.
- vi. This RFP is for collection of user fee at Rahankala Toll Plaza situated at Agra Inner Ring Road, Phase-I is for 2 years period. Vice Chairman, ADA reserves the right to provide the extension of 1 year at the rate of 110% of remuneration of preceding year remuneration on the basis successful operation of Toll Plaza. In case delay in next allotment process due to any unavoidable situation, the maximum four months extension may be given to agency with the increment of 10% in last year APC. That shall be binding to agency to work for that extended period with increased APC.
- vii. In case, the Authority fails to handover the User Fee Plazas on the date and time mentioned in Clause (a) above and hands over the same anytime after the date and time mentioned in clause (i), the Contractor is entitled for same period of the Contract as provided under clause 2, without any reduction in the period of the Contract.
- viii. In such case as mentioned in (ii) and (iii) above, the contract period alongwith the obligation of total amount payable by the Contractor to the Authority as mentioned under column B (i.e. Period) & C (i.e. total amount payable by the contractor to the Authority) of the table mentioned earlier shall remain same and commence from the date and time of actual handing over the User Fee plaza.
- ix. The Contractor shall handover the User Fee Plaza(s) on 08.00 hrs of the following day on the completion of the period of Contract as per Clause 6 above.
- x. *In case, the Contractor fails to handover the User Fee Plaza on 08.00 hrs of the following day of the completion period of the Contract or in case of termination of the Contract on the last day and the time given in notice for termination to the Authority together with all the equipments, facilities and articles in good condition, the Contractor shall be liable to pay, to the authority a penalty equal to twice the average amount, arrived on the basis of quoted amount in the bid, for each day in addition to payment of proportionate User Fee at the Contract rate for the period of over stay. The Contractor shall also be liable to pay to the Authority such cost of infrastructural facilities, equipment and all other articles as are not in good condition or may be fixed by the Authority, the Authority whose decision in the matter shall be final.*
- xi. Upon expiry of the contract period/ termination, within 7 days, the Contractor shall submit a statement giving details of payments of weekly remittances and TCS during the entire contract period along with delay in days (if any) and calculation of interest/ penalty for delay in depositing the remittances, etc for settlement of all accounts of the Contractor and issuance of "no dues certificate" by the Authority. No Dues Certificate shall be issued not later and within 30 days after settlement of accounts.
- xii. Authority reserves the right to Fast Tag all the Toll Booths.

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

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

12. REQUIREMENT OF PERSONNEL FOR USER FEE COLLECTION:

- i. For the purpose of discharging its obligations under this Contract, the Contractor shall deploy adequate number of personnel of prescribed qualification & experience and having undergone such training as may be relevant and considered necessary from time to time by the Authority to ensure efficient management of entire operations, including free flow of traffic, in or around the plaza including in the User Fee collection booths.
- ii. The number, qualification & experience of personnel to be deployed should be in accordance with the details given in schedule- II of this contract. However, the Authority reserves the right to serve directions for any interchange in the category of personnel (total deployment will remain according to Schedule-II) to be deployed by the Contractor, for the purpose of User Fee Collection for ensuring free flow of traffic.

13. DEPLOYMENT OF PERSONNEL:

- i. The Contractor shall ensure that the personnel deployed by it for discharging its duties under this Contract are of good health, of highest integrity, punctual, well dressed, well-behaved. and of qualification & experience prescribed in Schedule- II.
- ii. The Contractor shall furnish to the Authority a list, in addition to the list of key personnel, of persons deployed for the purpose of discharging its obligations under the Contract, containing all the details like their educational qualifications, experience, training undergone, good health, good character, personal residential addresses and recent photographs. The required details for key personals shall be submitted to the Authority office or after signing of the contract in the format given in schedule- III of this contract.
- iii. 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. The authority reserves the right to levy penalty upto rupees 10,000/- in case of violation of above instructions.
- iv. The Authority reserves its right to object to the deployment of any personnel for any reason in which case, such person or persons being objected to by the Authority shall be removed by the Contractor forthwith and replaced within a day from such removal.
- v. 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. The authority reserves the right to levy penalty upto rupees 10,000/- in case of any misconduct/misbehave is found true.
- vi. The Authority shall not be liable for any misconduct or misdeeds or any act or incident involving the Contractor or any of its personnel in any criminal or civil case the Contractor shall be responsible for

consequences and if any such incident takes place, the Contractor shall forthwith intimate the said incident to the Authority.

- vii. The Contractor specifically agrees that the personnel deployed by it, will not in any way claim employment with the Authority. The Contractor shall be solely responsible for any dispute raised by the personnel deployed by him either during the term of the Contract or thereafter.
- viii. The frequent replacement of key personnel is not desirable unless they are found involved in malpractices or non compliances. However, if need be, the permission of replacement of key personnel/ other staff will be obtained from the Authority in advance. The Authority, 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- II.
- ix. The Authority would introduce new electronic technologies for USER Fee collection system by installing electronic equipments already developed or being developed by various companies/agencies. The contractor shall extend full co-operation in installation, operation and maintenance of such system and will be bound by the advice of the authority in this regard.

14. INTER SE RELATIONS:

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

15. PROVISION OF INFRASTRUCTURE:

- i. The Authority has taken over existing infrastructure from existing toll operator. The list of infrastructure being handed over to the successful bidder, provided to successful bidder, is attached herewith as Appendix A and Appendix B.
- ii. The Contractor will pay an Interest Free Infrastructure Security Deposit of Rs 37,80,915.00 (Rupees Thirty Seven lacs Eighty Thousand Nine Hundred and Fifteen Only) vide DD/ Cheque/ RTGS UTR No._____ dated_____for infrastructure, which is equals to cost of infrastructure handed over to operator.
- iii. On completion or termination of contract as per clause 6, from aforementioned infrastructure deposit an amount equivalent to 1/3 (one-third) (per annum plus applicable taxes) of cost of infrastructure provided, to the contractor at toll booth, shall be deducted as rent/usage charges Per year and remaining security, subject to other clause will be released to the contractor.
- iv. ADA plans to refurbish the toll plaza planning to strengthening and renovating the booths and also renovation of toilet. That will be part of toll plaza the cost of renovation may be upto maximum 1 crore.

- The actual amount spent will be recovered from the agency at the rate of 20% of amount per annum as rent/usage charges.
- v. The agency have to keep the road clean and clear of dust the inner ring road having 10.88 km length by using mechanical sweeping machine and sweepers regularly. No payment will be made by the authority for the above mentioned work.
- vi. Agency has to maintain the trees and shrubs in central verge which are being planted by ADA. Agency has to apply water fertilizer pesticide for the plants. During inspections if it is found that plants and trees are not properly maintained than executive engineer ADA shall have the right to impose penalty upto Rs. 10,000/-.
- vii. Authority has installed the Fastag in 4 (Four) lanes and the process of installation of Fastag in remaining 12 lanes is under way. The agency has to deposit 20% of expenditure made by ADA on Fastag within 3 months after getting the LOA (Letter Of Award) as the rent of Fastag equipments for the next year the agency has to deposit 20% of amount of expenditure Fastag within 3 months. The expenditure made of Fastag shall be nearly Rs. 1.00 Core. The actual amount shall be informed at the time of allotment. Agency has to bear the cost incurred during operation of Fastag that is commission on Fastag of acquire bank.
- viii. The expenditure of maintenance of equipments of Fastag have to be paid by agency to ADA from time to time. If any defect occurs in Fastag equipment than agency have to replace that equipments on its own cost as early as possible.
- ix. If any Fastag lane is found to be closed or not operative at the time of inspection than executive engineer ADA has the right to impose penalty upto 5000/-.
- x. The contractor will be also required to pay/ deduction from aforementioned Security Deposit as per clause for any defect, damages, lost, repair to the infrastructures provided on actual cost basis only.
- xi. The successful bidder will be required to evaluate situation and position of all infrastructure inventory 7 days before taking handover of it. After taking handover from authority, ADA would not be liable for any defect, shortage, damage in the listed infrastructure items.
- xii. The contractor can also negotiate with the existing contractor for infrastructure owned by existing one, the contractor have to pay and close terms in this regard with him directly, authority cannot become party in this transaction.
- xiii. These infrastructural transactions, installations, implementations, alterations should be carried in such manner that, there would be problem in road traffic and public should not be impacted.
- xiv. Following infrastructure/ Facilities shall be developed by the Contractor within timeline specified in clause 10 above. The contractor unable to provide items as below within the time specified, he cannot seek any extension. The contractor will be liable to pay penalty as per penalty sub clause in this clause. It is liability of contractor to provide below listed infrastructure/ facilities, if any of these not handed over by the authority, the contractor shall be required to arrange these on their own.
- a. **Toll Lighting:** The Contractor shall install sufficient visible lights/ LED bulbs/ Halogen/ Musk Lights at the toll booth that ensures clear visibility of 200 meters from the toll plaza at night time.
 - b. **Electricity Connection:** Provision for Electricity connection has been made at Toll Plaza location. The Contractor shall take a electricity connection in his own name
 - c. **LED Fog Light:** The Contractor shall install HD LED FOG LIGHTS at entrance side of every toll booth(s).

- d. **Overhead Lane Signs (OHLS):** The Contractor shall install OHLS at entrance side of every toll booth(s)
- e. **Traffic Signal Light:** The Contractor shall install traffic signal light (Green and Red) on the roof over the toll booth and in every Toll lanes.
- f. **Computers and its Peripherals:** The contractor shall install Computers and its peripherals, to generate toll slips for User Fee Collection. Network connected hand-held POS terminals could also be installed in place of computer, but these all computers/ POS terminals shall be connected through a central server and toll software.
A server computer shall be installed in Administrative office at toll plaza location, which has all database and information related to User Fee Collections.
- g. **Printers:** All Toll User Fee Receipts shall be computer generated, which shall contain information as prescribed. All computers/ POS terminals at toll booths shall be accompanied by a printer to print receipt.
- h. **Networking:** Networking of the computer/ POS systems shall be installed by the Contractor. Networking could be a wired or wireless. The network shall connect to the system installed in administrative office.
- i. **CCTV Camera:** For effective security management, CCTV cameras shall be installed on all 08 (eight) toll booth at such place and height, from where the image of the vehicle and driver can be captured.
Also, CCTV cameras shall be installed on the roof top of the toll plaza for capturing the movement of the vehicles.
- j. **CCTV Surveillance System:** surveillance System for CCTV Cameras with shall be installed in the administrative office for monitoring and saving of camera feeds. The camera feeds shall be saved for at least 30 days from the date of feed.
- k. **Automatic Toll Boom Barrier:** Automated Toll Boom Barriers needs to be installed on every toll gate which allows the boom to block vehicles access through a controlled point.
- l. **Generator:** Generator/ Standby Generator for power if there is no electricity connection/ for stand by requirement.
- m. **Toll Booths Furniture and Fittings:** Furniture inside the toll booths example chairs, table, telephone line etc shall be installed by the Contractor as per requirement.
- n. **Administration Office:** Administration Office shall be set up by the contractor in a temporary structure (in a container) at prescribed space by the Authority for constructing the admin office building. The entire administrative infrastructure shall be constructed (temporary)/ installed/ fitted by the Agency at the location specified by the authority for the purpose.
- o. **Toilets:** Temporary Urinals/ WC with signage of Toilet shall be installed by the contractor at location specified by the authority for public utility.
- p. **Ambulance:** The contractor shall make a provision for a Ambulance at Toll Plaza. The Vehicle shall be Matador Van / Swaraj Mazda /Tempo Travelers or equivalent with approved color pattern with the provision of two stretchers, fitted with rotating light for easy recognition, with ADA name and emblem painted prominently on sides, back and front, together with control center help number. The ambulance is required to have the necessary medicines and equipment and also the paramedical staff. The vehicle shall run minimum 5 kms daily.
- q. **Route Patrols:** Route Patrols are to be provided for 24 hours per day to assists road users and provide functions in relation to incident management. The Petrol vehicle fitted with VTS should

be fully equipped as well as the patrol persons should be adequately trained in traffic management.

- r. **Incidence Management:** The contractor shall identify relevant incidence management agencies such as rescue, fire, hazardous material, traffic, police, hospital, clean ups and liaison with them for any incidental event management.
- s. **Pavement Management:** The Contractor shall maintain clear traffic on road, any obstacle due to accident or any other reason shall be cleared by him in maximum 4 hours of reporting. Contractor shall remove dead animal/birds from the carriageway and bury them at suitable location within 2 (two) hours.
- xv. The contractor shall file a detailed status report with photographs and videos of the aforementioned infrastructure/ facilities installed/constructed at the Toll Plaza within three days after beginning and three days before completion.
- xvi. If contractor not able to provide/ install **all** the requirements specified in this clause within period allowed in this clause he shall be liable for penalty of Rs. 10000 (Rupees Ten Thousand) per day for the period of non-compliance. If the non-compliance under this clause persists for 30 days the contract will subject to termination under clause 2.
- xvii. The repair and maintenance of such facilities once provided by the Authority shall be the responsibility of the Contractor including but not limited to payment of electricity bill, fuel, consumables like electricity bulbs, water charges etc. The Authority may provide consumables at the time of handing over of the User Fee collection plazas/booths only, thereafter all consumables shall be arranged by the Contractor at its own cost and at the time of taking over the facility by the Authority, if any liability/obligation(s) regarding repair and maintenance and consumables remains unfulfilled by the Contractor, same shall be adjusted by the Authority from Performance Security.
- xviii. All expenses for printing receipts or passes to be issued to users shall be borne by the Contractor. The Contractor shall abide by the instruction of the Authority in the matter of its format or size or language.
- xix. An inventory (along with the condition and present book value) of infrastructural facility /equipment, and all other articles shall be prepared and duly signed by both the parties at the time of installation of any inventory item.
- xx. The Contractor shall abide by all the instructions issued by the Authority from time to time. The Contractor also undertakes to abide by such instructions in order to make the process of User Fee collection simple, faster and hassle free by extending necessary cooperation in adopting the technological advancements in the process/work of User Fee collection.
- xxi. The user fee collecting agency 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.
- xxii. The repair of the road section at the Fee Plaza site will be the responsibility of the ADA.

16. INSURANCE:

- i. 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.

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

17. PERFORMANCE SECURITY:

- i. The successful Bidder shall furnish to the authority Performance Security consisting of
 - a. RTGS in ADA account amounting to Rs. [•] (an amount equal to 5 percent of agreed annual remittance of One Years.
 - b. A Bank Guarantee as per the format prescribed in Schedule-V by the Authority from any Nationalized Indian Bank/State Bank of India or its subsidiaries/IDBI/ ICICI/Export Import Bank/Foreign Bank with counter guarantee from any Nationalized Indian Bank or State Bank of India or its subsidiaries/any RBI approved Scheduled Commercial Bank Rs. [•] (an amount equal to 10 percent agreed annual remittance One Years, *valid for a period of 14 (Fourteen) months from the Date of LOA* for due observance of the terms and conditions contained herein and the performance of its obligations as per the Contract.
- ii. If authority as per clause 2 extends period for contract for any term beyond 2 (Two Years), then the contractor shall furnish Performance Security for the extended period as per new annual remittance amount.
- iii. The said Performance Security shall not bear any interest except when the collection is not started within 120 days of signing of the Contract for the reasons not attributable to the Contractor. In such a case, interest @8% p.a. shall be paid for the period beyond 120 days.
- iv. Performance Security shall be refunded as early as possible, but not exceeding 30 days from the end date of the contract, after settlement of all the accounts by the Contractor and upon issuance of no due certificate by the Authority. No Dues Certificate shall be issued not later and within 15 days after settlement of accounts.
- v. In case settlement of accounts and issue of no dues certificate are getting delayed due to any pending issue/ recovery, which remains to be closed on the end date of the contract, the performance security to the extent of value of such issue/ recovery only shall be retained and the balance performance security shall be released as early as possible, but not exceeding 45 days from the end date of the contract.
- vi. In case of delay in release of performance security or excess withholding of the amount, ADA will pay simple interest @ 8% per annum on such amount to the contractor for the period beyond 60 days from the end date of the contract till date of release of performance security/ excess amount withheld.
- vii. The Authority shall also be competent to utilize the said Performance Security against any loss or damage caused to the property of the Authority, by any act of omission and/or commission by the Contractor or its agents and servants or adjust it towards any claim of the Authority.
- viii. The Contractor undertakes that, in case of any default on its part to perform and observe any of the covenants, conditions or provisions contained in this Contract, it shall be lawful for the Authority in its absolute discretion to forfeit the whole or any part of the said Performance Security, without prejudice to any other remedy that the Authority may have against the Contractor under this Contract or under general law for such breach.
- ix. The amounts lying with the Authority towards the Performance Security shall not be adjusted towards installments due to the Authority from the Contractor including the installment for the last month of the contract period except as provided in Clause-19.

18. PENALTY FOR CHARGING EXCESS USER FEE:

- i. In case, it is observed and/or established to the satisfaction of the Authority that the fee collecting agency has charged User Fee in excess of the prescribed rate, the Authority may impose a penalty of an amount equal to fifty times of the actual amount so charged per day for 30 days i.e. (actual amount charged x 30 days x 50). After three such incidents of levy of penalty for excess charging, the part performance security of an

amount equal to 1 (One) months agreed remittance i.e. Rs. [] lakhs as per amount stated in Letter of Award shall be forfeited in addition to such recoveries. The contractor shall have to replenish the forfeited performance guarantee, in the same mode as it was deposited earlier, within 10 days of such forfeiture to continue with the collection work failing which the contract shall be terminated and the balance performance guarantee shall also be forfeited. If the incident of excess charging is again observed and/or established to the satisfaction of the Authority after forfeiture of part performance guarantee, the contract shall be terminated and the entire performance guarantee shall be forfeited.

- ii. The termination under this clause shall make the Contractor liable for unconditional forfeiture of the Performance Security.
- iii. The termination under this clause, in addition to unconditional forfeiture of the Performance Security, shall make the Contractor liable for debarring from assigning any future work with Authority.

19. PENALTY FOR FAILURE TO PAY INSTALMENTS:

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

20. PENALTY FOR FAILURE IN OPERATION AND DOWN TIME

Successful bidder is obligated to ensure a minimum uptime of 98% per calendar month for the Toll Plaza hardware and software. In case of unfulfillment of this, vendor will be penalised an amount of Rs 20000/- per instance. Also, Any consequential damages incurred by the client due to unscheduled service downtime beyond the agreed uptime threshold will result in compensation equivalent to the financial impact suffered by the client and shall lead to blacklisting of the firm considering the severity of the cause.

21. 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(i) to (vii), the Authority shall levy penalty @ Rs.1,00,000/- (Rupees one lakh) per default per month except for Clause-23(v) for which the penalty shall be

@ Rs.10,000/- (Rupees Ten Thousand) per default per month, without prejudice to any other rights of the Authority under this Contract. The date of default will be the date of reporting to the contractor by the Authority concerned or his authorized representative. In addition to levy of penalty as above, more **than** three defaults in a month under this clause may attract termination under clause 35 (2) of this contract. Before levy of penalty under this clause the contractor shall be given a reasonable opportunity to rectify the default. The decision of the Authority concerned or his authorized representative to levy the penalty under this clause shall be final and binding. The penalty so levied shall be recovered from the performance guarantee which shall be replenished by the contractor within 10 days from the date of such recovery failing which the contract is liable to be terminated.

22. OPERATIONAL TRANSPARENCY:

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

23. AUTHORISED REPRESENTATIVE OF THE AUTHORITY:.

The Authority has designated (to be authorised), it's one of its authorised officers to carry out all functions on its behalf under this Contract and may change the authorised representative from time to time.

- i. The said Representative of the Authority shall have the overall authority to control and supervise the work of collection of User Fee carried on by the Contractor with a view to ensure that collection of User Fee is carried out smoothly, efficiently and without any hindrance or harassment to the users of AIRR.
- ii. The Authority or any other officer of the Authority or any agency as authorized by the Authority or by the Authority, shall have right and authority to inspect and check the receipt books (used/unused/ counterfoils), registers and books of accounts maintained by the Contractor at any time without giving any notice.
- iii. The instructions given from time to time by the Authority or his authorised representative in this regard shall be complied with promptly by the Contractor.
- iv. The Contractor shall keep records of all the complaints received and replied directly or otherwise by it and forward a copy on fortnightly basis to the Authority.

24. OBLIGATIONS OF THE CONTRACTOR:

- i. The Contractor undertakes the responsibility of the complete job of User Fee collection, maintenance of all records, maintenance of User Fee collection account, maintenance of vehicle type wise Traffic Data on shift to shift basis, maintaining the cleanliness of User Fee plazas/User Fee collection booths and surrounding area etc. and any other duty as may be assigned by the Authority from time to time.
- ii. The Contractor shall make appropriate arrangement for management of the traffic at its own cost and shall ensure that the processing time for a vehicle at the User Fee counter should not be more than 30 seconds for the purpose of issuing USER Fee. All the lanes shall be kept open at all times irrespective of peak or off peak hours.
- iii. The Contractor specifically undertakes to abide by all the instructions issued by the Authority from time to time on operational matters and further agrees not to raise any dispute against the same including any additional cost that the Contractor may be required to bear to comply with such instructions.
- iv. During the contract Period, the contractor shall furnish to the Authority, within 7 (seven) days of completion of each month, a statement of User Fee substantially in the form set forth in Schedule- IV (the "Monthly User Fee Statement"). Proper record is to be maintained at the plaza for the purpose of providing such information. The Contractor shall also submit such information sought by the Authority in such format, as may be prescribed by the Authority from time to time.

- v. The Contractor shall, prior to the close of each day, send to the Authority, by facsimile or e-mail, a report stating accidents and unusual occurrences on the Road Section within 500 meters on either side of the plaza relating to the safety and security of the Users and Road Section. A weekly and monthly summary of such reports shall also be sent within three days of the enclosing of each week and month, as the case may be. For the purposes of this Clause 23 (e) accidents and unusual occurrences on the Road Section shall include:
 - a. death or injury to any person;
 - b. damaged or dislodged fixed equipment;
 - c. any obstruction on the Road Section, which results in slow down of the services being provided by the Contractor;
 - d. disablement of any equipment during operation;
 - e. communication failure affecting the operation of Road Section smoke or fire
 - f. flooding of Road Section; and
 - g. such other relevant information as may be required by the Authority.
- vi. 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.
- vii. The Contractor agrees that maintaining adequate change/ coins and giving correct change to the road users, while paying / receiving user fee is his sole responsibility and undertakes not to indulge in wrong practices like giving namkeen/ coffee/wafer packets, etc. instead of giving change for the balance amount to the road users. A placard shall be placed at all Fee Booths in the prescribed format for information of the road users. In case it is found during the surprise checks that the Contractor is giving namkeen/ coffee/ wafer packets in lieu of change, the Contractor at his cost shall issue an advertisement in the local newspapers asking the road users to approach the Fee Plaza Office for getting back the change by returning namkeen/ coffee/ wafer packets by showing the user fee payment receipt.

25. RIGHT OF INSPECTION:

- i. The Authority reserves the right to conduct checks including surprise checks at any time, to check/observe/witness the activities of the Contractor including the User Fee collection Plaza(s) and to monitor or to ensure that any or all the activities including User Fee collection enunciated by this Contract are being carried out properly by the personnel deployed by the Contractor.
- ii. The Authority may exercise any check/control to ensure discharge of various obligations by the Contractor under the Contract including but not limited to following:
 - a. Correctness of the User Fee charges recovered from users, as prescribed
 - b. Issue of proper Receipts to all Vehicles;
 - c. Maintenance of proper registers including those relating to collection of User Fee from different type of vehicles;
 - d. Weekly remittance of amount due from the Contractor by the prescribed day; as decided by ADA.
 - e. Checking of data in electronic/soft form;
 - f. Maintain User Fee Plaza and its appurtenances by the Contractor at his cost and ensure that they are in good running condition;
 - g. Arrangement for lighting and water are in order;
 - h. here 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
 - i. Any other check or control as considered appropriate by the Authority including through its authorised representative.

26. FORCE MAJEURE:

i. NON-FORCE MAJEURE EVENT:

An event (i) which involves diversion of traffic of any kind, including but not limited to any diversion ordered/implemented by local authority or any State/Central Government for a period not exceeding 15 days in continuation; or (ii) where the road users opt to access/ travel through the existing alternate free User Fee

(Fee) roads due to deteriorated road conditions/ maintenance of road section. This may result into bypassing of User Fee Plaza User Fee Collection Booths and use of any part of the said Section of the AIRR by the users.

ii. 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:

- a. Publicly declared strike by registered and recognised association of Transporters exceeding 7 days. The date of going on strike and withdrawal or start of movement of traffic will be inclusive for the purpose of calculation of 7 days under this clause.
- b. Floods/Earthquake having materially adverse impact i.e. complete blockade of road.
- c. 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.
- d. Expropriation, acquisition, confiscation or nationalisation of the User Fee collection
- e. Any change in law which has a material adverse effect on the obligation of the parties hereto.
- f. 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.
- g. Suspension of traffic on the said section of AIRR, exceeding 15 (fifteen) days at a stretch.
- h. Any event or circumstances of a nature analogous to the foregoing.

Either party to this Contract shall be entitled to suspend or excuse performance of his obligations, including remittance of instalments by the Contractor to the Authority for the period of continuance of the Force Majeure event, under this Contract to the extent that such performance is impeded by an event of Force Majeure prevailing continuously for more than 7 (seven) days at a time (or continuously for more than 3 (three) days at a time in case of no user fee collection at all at the fee plaza) for reasons not attributable to the Contractor.

iii. PROCEDURE FOR FORCE MAJEURE:

a. NOTICE:

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

b. CONSULTATION AND DUTY TO MITIGATE:

- 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.

- 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.
- 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.
- Any Party claiming cessation of the event of Force Majeure may, if the other party has not served a notice of resumption of performance, give notice to the other party, of cessation of such event, notifying the date of alleged cessation and unless the party to whom such notice is given does not dispute the same within 30 days of the receipt of such notice the Force Majeure event shall be deemed to have ceased to consequences thereof and shall be deemed to have come to an end on the date so notified.
- The relief under force Majeure will be calculated on the basis of average collection per day, arrived based on the agreed weekly remittance. The difference in collection per day during force majeure and average amount of collection per day, arrived based on the agreed weekly remittance multiplied by number of days of force majeure will be payable to the contractor .

iv. TERMINATION DUE TO FORCE MAJEURE:

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

The Authority on behalf of the Authority is authorised specifically to settle claims for force majeure events.

27. MATTERS NON-ARBITRABLE:

Any disputes or differences between the parties in regard to the matters covered under Clauses 3, 7, 8, 10, 14, 18 and 19 shall be referred to the Authority, Vice Chairman, whose decision shall be final.

28. ARBITRATION:

- i. All disputes and/or difference except those which are mentioned in the matters non-arbitral under Clause 26 above arising between the parties out of this Contract shall be settled by Arbitration under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The Vice Chairman of the Authority or his nominee shall be the sole Arbitrator. The award made and published in pursuance of such Arbitration proceedings shall be final and binding on both the parties.
- ii. The proceedings of the Arbitration shall be held in English/ Hindi language and shall be held at such place as may be decided by the Vice Chairman of the Authority or his nominee. The award of the Arbitration shall be final and binding on both the parties to the Contract.
- iii. Pending resolution of any dispute pursuant to Arbitration, under all circumstances the Contractor shall continue to remit the agreed instalments of money to the Authority as prescribed in this Contract including when the dispute is about the amount to be remitted.

- iv. The contract agreement shall be governed by and construed in accordance with the laws of India and the Courts at Agra, Uttar Pradesh shall have the exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the contract agreement

29. 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.

30. BREACH:

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

31. 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.

32. ASSIGNMENT:

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

33. DEATH/WINDINGUP:

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

34. ABANDONMENT:

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

35. INDEMNITY:

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

36. TERMINATION:

- i. The Authority shall be entitled to terminate this Contract once the decision is taken to transfer the road section to OTHER concessionaire/Contractor (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.

- ii. The Authority shall be entitled to terminate this Contract at any time without assigning any reason(s) after giving notice to the Contractor as under in writing and in that event, the Contractor shall not be entitled to any claim, or any compensation whatsoever on account of such termination by giving seven (7) days prior notice in writing
- iii. Notwithstanding anything contained in clause (i) above, the Authority may terminate the Contract forthwith for breach or non-observance of any of the terms and conditions of this Contract or for any misconduct on the part of Contractor or his employee/staff/personnel or for overcharging of User Fee from a user, or for harassment of any user.
- iv. The Authority shall be entitled to terminate this Contract for any type of non-compliances under provisions of this contract if not rectified within a given time frame.
- v. **Pre-mature termination of the contract at the request of the Contractor:**
 - a. Within 30 days of taking over the fee plaza, if the Contractor feels that he has committed an error in assessing the realizable user fee at the fee plaza, he may in writing request the Authority for pre-mature termination of the contract. Such request of the Contractor is irreversible by the Contractor under any circumstances.
 - b. The Contractor, even after making such request, shall continue to collect user fee at the fee plaza, remit the agreed remittances timely to the Authority and comply with all other terms and conditions in accordance with this contract, till handing over of the fee plaza to the new agency.
 - c. The Authority shall appropriate 50% of the performance security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for interalia time, cost and effort of the Authority. The balance performance security shall be released by the Authority within 30 days of handing over of the fee plaza to the new agency.
 - d. Within 60 days of receipt of such request, the Authority may complete the bidding process for selection of new agency, select the new agency and handover the fee plaza to the new agency. For avoidance of doubt, ADA would finalize the new agency as early as possible, irrespective of the quotes of the Contractor and the new agency. This Agreement stands terminated automatically on the date of handing over of the fee plaza to the new agency.
 - e. The existing Contractor is also eligible to bid at the time of selection of new agency by Agra Development Authority (ADA) but if he does not takeover or leaves in between or abandons the user fee collection work second time, he will be debarred from participating in further bidding for user fee collection at the same Fee Plaza, either directly in his own name or as a consortium or as an associate or in the name of any firm owned by him, for a period of two years.
 - f. This clause is non-arbitrable as per Clause 26 of Agreement.

37. DECISION OF AUTHORITY: FINAL AND BINDING

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

38. INTEGRATED CONTRACT:

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

39. 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, have the correct Stamp Duty adjudicated by the Chief Registrar, Agra and return the same duly signed and executed to the Authority. It would be the sole responsibility of the Contractor to comply with the applicable laws in this regard. It shall be noted that the contract shall be signed at ADA Office Agra.

40. AMENDMENT:

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

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

Party of First Part
For and on behalf of

Party of Second Part
For and on behalf of

(Signature)
Name:-
Designation: Secretary,
Agra Development Authority
Place:-Agra

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

In the presence of

1. Signature: Name: Address:

2. Signature: Name: Address:

Schedules Forming Part of Contract Agreement

SCHEDULE – I

User Fee Collection at RAHANKALANTOLL PLAZA at Km 2.600 From Kuberpur To Fatehabad Section of Agra Inner Ring Road Phase-1 Developed By Agra Development Authority.

Fee Rates applicable from 15 October 2021 are as under:

S.No.	Type of vehicles	Fee rate for vehicle for one way trip (inRs.)	Fee rate for vehicles for return trip in a day (in Rs.)	Fee rate for vehicles for monthly pass valid for 50 journeys in a month. (in Rs.)
(1)	(2)	(3)	(4)	(5)
1.	3 Wheelers	15.00	22.00	470.00
2.	Car, Jeep, Van or Light Motor Vehicle	40.00	60.00	1340.00 (Note below shall be applicable)
3.	Light Commercial Vehicle, Light Goods Vehicle or Mini Bus	60.00	90.00	2000.00
4.	Bus or Truck (upto two axles)	120.00	195.00	4000.00
5	Heavy Construction Machinery (HCM) or Earth Moving Equipment (EME) or Multi Axle Vehicle (MAV) (3-6 axles)	180.00	290.00	6000.00
6	Oversized Vehicles (seven or more axles)	225.00	360.00	7500.00

Note:- In the case of private cars of agra, the car owner having the monthly pass may use the toll plaza for three to and fro journeys (6 one side journeys) in a day for complete month. Monthly pass for other vehicles shall be applicable as mentioned in above table.

Schedule-II

Personnels to be recruited at Toll Plaza
[Reference clause 12 &13 of Contract Agreement]

S. No	Designation at Plaza	No per lane	No per shift (for all lanes)	Nos. deployed per Plaza (for all shifts)	Essential Qualification
1	Head of Toll Operations- Chief officer			1	(a) Degree in IT/ Computer Science/ Electronics & Communication or MCA from any government recognized university; (or) Graduate in any discipline from government recognized university, with DOEACC 'A' level Course; 3 years BCA; 2 years MBA in IT or equivalent (1 year Diploma/ PG Diploma Courses are not eligible); and (b) 2 years experience in using semi-Automatic/ electronic fee collection systems
2	Security Officer			1	(a) Graduate in any discipline from any government recognized university with minimum 10 years post-qualification experience in relevant field in any government or private organization of repute; (or) Any Retired Defence/ Police Officers who led a team, with Graduation in any discipline from any government recognized university; and (b) experience of 3 years as Security Officer on similar assignments
3	Accounts Officer			1	Post-graduate in Commerce or Graduate with CA/ICWA/SSA with 5 years experience in Audit & Accounts.
4	Shift In charge		1	3	Graduate in any discipline and a diploma in computing from a recognised institute of repute with minimum 2 years post qualification experience in relevant field or retired defence personnel of rank equivalent to ASO. or above. The officer can be from paramilitary forces also and the at least a diploma in computer application or equivalent from any govt. recognized institute in India
5	Accountant		1	3	Graduate in any discipline with minimum 5 years post qualification experience in any in any govt or. private organization of repute
6	Fee Collector	1	16	48*+6(2 reliever per shift)=54	12th pass from any recognised board in India or retired defence personnel with operational knowledge of computer.
7	Fee Attendant	1	16	48*+6(2 reliever per shift)=54	12th pass from any recognised board in India or retired defence personnel.
8	Barrier man		2+2 (up & down)	12	12th pass from any recognised board in India or retired defence personnel
9	Channelizer		2 (up & down)	6	12th pass from any recognised board in India or retired defence personnel
10	Gunman		2	6	Retired defence personnel only.
11	Electrician		1	3	10th Standard pass from any recognised board of India with knowledge of the relevant field.
12	Safaiwala		1	3	Experience in relevant field.
13	Mali			1	Experience in relevant field.
14	Peon		1	3	8th standard pass.
	Total			103	

Schedule- III

Reference Clause 13 (ii) of Contract Agreement

FORMAT FOR DETAILS OF PERSONNEL TO BE DEPLOYED AT Toll Fee Plaza

(To be submitted after signing of the contract to the Authority)

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

Schedule-V

**[Reference clause 23 (iv) of Contract Agreement]
MONTHLY USER FEE COLLECTION STATEMENT- PART-A**

S. 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	
		For the month	Cumulative	For the month	Cumulative	For the month	Cumulative	For the month	Cumulative
1	2/3 Wheelers								
2	Car, Jeep, Van or Light Motor Vehicle								
3	Light Commercial Vehicle, Light Goods Vehicle or Mini Bus								
4	Bus or Truck (upto two axles)								
5	Heavy Construction Machinery (HCM) or Earth Moving Equipment (EME) or Multi Axle Vehicle (MAV) (3-6 axles)								
6	Oversized Vehicles (seven or more axles)								
Total									

Schedule-V

[Reference clause 23 (iv) of Contract Agreement]

MONTHLY USER FEE COLLECTION STATEMENT-PART-B

MONTHLY VEHICLE PASSING REPORT							
FOR THE MONTH OF.....							
No of monthly passes	2/3 Wheelers	Car, Jeep, Van or Light Motor Vehicle	Light Commercial Vehicle, Light Goods Vehicle or Mini Bus	Bus or Truck (upto two axles)	Heavy Construction Machinery (HCM) or Earth Moving Equipment (EME) or Multi Axle Vehicle (MAV) (3-6 axles)	Oversized Vehicles (seven or more axles)	Total

Type of Vehicles as per notification	2/3 Wheelers	Car, Jeep, Van or Light Motor Vehicle	Light Commercial Vehicle, Light Goods Vehicle or Mini Bus	Bus or Truck (upto two axles)	Heavy Construction Machinery (HCM) or Earth Moving Equipment (EME) or Multi Axle Vehicle (MAV) (3-6 axles)	Oversized Vehicles (seven or more axles)	Total
	Nos	Nos	Nos	Nos	Nos	Nos	Nos
All types of single Entry							
Multiple entry							
Reusage of Multiple Entry ticket							
Reusage of Monthly passes							
Single Entry of Commercial vehicle							
Exempted etc.							
Grand Total							

Schedule-V

(Format of Bank Guarantee)

(Reference Clause – 2.11.2 of RFP)

Bank Guarantee For Performance Security

To
Secretary
Agra Development Authority

In consideration of "Agra Development Authority (ADA)" (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/shaving its office at (Hereinafter referred to as the "Contractor" which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Client's Letter of Acceptance No..... dated and the same having been unequivocally accepted by the Contractor, resulting in a Contract valued at Rs...../- (Rupees) excluding taxes as applicable for "Contractor to collect User Fees only TOLL PLAZA RAHANKALANat Km 2.600 At Kuberpur To Fatehabad Section Of Agra Inner Ring Road Developed By Agra Development Authority" (Hereinafter called the "Contract"), and the Contractor having agreed to furnish a Bank Guarantee to the Client as "Performance Security as stipulated by the Client in the said contract for performance of the above Contract amounting to Rs...../- (Rupees).

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

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

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

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

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

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

Notwithstanding anything contained herein,

(a) Our liability under this Bank Guarantee is limited to Rs..... (Rupees) and it shall remain in force up to and including..... and shall be extended from time to time for such period as may be desired by the client in whose favor this guarantee has been issued.

(b) This Bank Guarantee shall be valid up to

(c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee Only and only if your serve upon as a written claim or demand on or before(date of expiry of Guarantee).

(Signature of the Authorised official)

(Name & Designation with Bank Stamp)

Schedule VII

**List of Vehicles Exempted From Payment of User Fees
(Refer Agra Development Authority Fee (Determination of Rates and Collection) Rules, A.D.A.-
AIRR-AP Dec 2016 and Notification under the said Rules.**

No fees shall be levied and collected from a mechanical vehicle:

- a) Transporting and accompanying:
 - i. The President of India;
 - ii. The Vice President of India;
 - iii. The Prime Minister of India;
 - iv. The Chief Justice of India;
 - v. The Governor;
 - vi. The Lieutenant Governor;
 - vii. The Union Minister;
 - viii. The Chief Minister;
 - ix. The Judge of Supreme Court;
 - x. The Chairman of the Council of State;
 - xi. The Speaker of House of Peoples;
 - xii. The Chairman of Legislative Council of the State;
 - xiii. The Speaker of the Legislative Assembly of the State;
 - xiv. The Chief Justice of High Court;
 - xv. The Judge of High Court;
 - xvi. Minister of States; and
 - xvii. Foreign Dignitaries on State Visit
- b) used for official purposes by:
 - i. the ministry of Defence including those which are eligible for exemption in accordance with the provisions of India Toll (Army and Air Force) Act, 1901 and rules made the reunder, as extended to India Navy also;
 - ii. the Central and State armed forces in uniform including Para military force and police;
 - iii. an executive Magistrate;
 - iv. a fire-fighting department of organization;
 - v. the ADA or any other organisation or person directed by ADA Officials using such vehicle for inspection, survey, construction or operation and maintenance thereof;
- c) used as ambulance/ the Authority Staff.

Annexure B: Standard Forms

FORM 1: Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [title of assignment] in accordance with your Request for Proposal dated [Date] and our Proposal. We are hereby submitting our Proposal, which includes this a Technical Proposal, and a Financial Proposal.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the Proposal Validity Period, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the **Selection of Agency For User Fee Collection at Rahankalan Toll Plaza at Km 2.600 From Kuberpur To Fatehabad Section Of Agra Inner Ring Road Phase-1** related to the assignment at a date mutually agreed between us.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FORM 2: Financial capacity of the Bidder

#	Financial Year	Turnover (in INR)
1.		
2.		
3.		
4.		

Note: Attach audited financial statements as proof of the above figures. The Consultant shall, as per their published balance sheet, provide 3 consecutive balance sheets for the last 4 years preceding bid due date.

Sincerely,

(Signature of the Authorized Person)

Name:

Designation:

<Seal and stamp of the bidder and CA>

FORM 3A: Eligible assignments of the Bidder

#	Name of Project*	Name of Client	Year of Implementation and Activities	Approximate Area (Clear photographic evidence must also be attached)
1				
2				
3				
4				
5				
6				
7				
8				

* The Bidder should provide details of only those assignments that have been undertaken by it under its own name.

FORM 3B: Eligible Project Details

Assignment name:	
Country: Location within country:	Duration of assignment (months):
Name of Client:	Value of the project (INR):
Address:	Amount of fee received by your firm (INR)
Start date (month/year):	Completion date (month/year):
Name of associated Bidders, if any:	No. of professional man-months provided by associated Bidders:
Narrative description of Project	
Firm's Name:	

FORM 4: Bidder's organization and experience

[Provide here a brief (two pages) description of the background and organization of your firm/entity]

FORM 5: Declaration

Declaration for not being barred by the Central Government, any State Government, a statutory authority or a public sector

Declaration Letter for "<insert name of the RFP>"

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to <insert name of the RFP>, we also declare that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> has not been blacklisted by any Central / State Government Department / Public Sector Undertaking.

Sincerely,

(Signature of the Authorized Person)

Name:

Designation:

FORM 6: Declaration

Declaration that, during the last three years, the Bidder has neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.

Declaration Letter for "<insert name of the RFP>"

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to <insert name of the RFP>, we also declare that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> has during the last three years, neither failed to perform on any agreement, nor has been evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or agreement nor have had any agreement terminated for breach by us.

Sincerely,

(Signature of the Authorized Person)

Name:

Designation:

FORM 7: Financial Proposal

[Date]

To: [Name and address of Client]

Subject: Financial proposal

Reference: Selection of Agency For User Fee Collection at Rahankalan Toll Plaza at Km 2.600 From Kuberpur To
Fatehabad Section Of Agra Inner Ring Road Phase-1.

Dear Sirs,

We, the undersigned, offer to provide the services for the above in accordance with your e-Bid dated ____, and our Bid (Response to Technical Bid and Financial Bid).

Our attached Financial Bid is as uploaded on e-bid portal in the .XLS format [inclusive of statutory taxes, duties, and levies during the contractual period except GST which will be paid extra by ADA at the rate applicable on the date of invoicing, Amount in words and figures].

We understand that the Authority reserves the right to negotiate the Financial Bid for the services as a whole or for individual tasks of the services.

We undertake that our Financial Bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Bid, i.e. 180 days from the date of submission of the e-Bid.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We understand you are not bound to accept any Bid you receive.

Yours sincerely,

Signature and Name of the Authorised Person

NAME OF THE BIDDER AND SEAL

FORM 8: SUMMARY OF COST

(The bidder will submit this form duly signed and stamped with all details other than the financial quote. The financial quote will be uploaded only on the excel format shared with this RFP on the portal.)

Sl. No.	Name of Activity	Quote in INR	
		Amount	In Words
1.	Reserve fees quote to be paid to ADA for User Fee Collection at Toll Plaza Rahankalan at Km 2.600 At Kuberpur To Fatehabad Section Of Agra Inner Ring Road Developed By Agra Development Authority.		
	Total		

Annex – II A

For Bidders other than Individuals
(To be on the letter head of the Statutory Auditor/ Chartered Accountant)

Statutory Auditor's (SA) / Chartered Accountant's (CA) Certificate

Based on the audited financial statement of _____ (Name of the Bidder) as on March 31st 20__, we confirm that its net worth as on this date , as per clause 2.1.3 (iii) is Rs. _____ Crore (Rupee in words), which has been calculated as per the following methodology:

Particulars	Rs. (In Crore)
Subscribed and Paid up Equity/ Capital	
Add: Reserves	
Less : Revaluation Reserve	
Less : Miscellaneous expenditure not written off	
Less: Accrued liabilities not accounted for	
Net Worth	

For _____ name of the SA/ CA)

Chartered Accountants

Firm Registration Number:

Signature

Name :

Designation:

Membership Number:

(Stamp of Designation and Seal)

Date:

Place:

UDIN:

Appendix – II
Annex – VI

CHARACTER CERTIFICATE

Certified that I have known Dr. / Shri / Smt. / Ms. _____ S/O, D/O
Dr. / Shri / Smt. / Ms. _____ for the last _____ years and
_____ months and that to the best of my knowledge and belief. She/he bears a
good moral character and there is nothing to render him / her unsuitable for any
Government Assignment..

She / He is not related to me.

Place: _____

Signature

Date: _____

Designation _____

Office _____

COUNTERSIGNED

(To be countersigned by District Magistrate or Sub-Divisional Magistrate or First Class
Magistrate)