



**Road Infrastructure Development Company  
of Rajasthan Ltd. (RIDCOR)**

**Bid Document**

**for**

**Selection of Agency for Providing Manpower to  
Collect User Fee at toll plaza(s) along with Incident  
Management situated on various project roads  
developed by RIDCOR in Rajasthan**

**July, 2024**

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**DISCLAIMER**

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

This RFP is not an agreement and is neither an offer nor invitation by the RIDCOR to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the RIDCOR in relation to the Project more particularly defined under Clause 1.1.3 hereinafter. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.

This RFP may not be appropriate for all persons, and it is not possible for the RIDCOR, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

The RIDCOR also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The RIDCOR may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

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

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

## ROAD INFRASTRUCTURE DEVELOPMENT COMPANY OF RAJASTHAN LIMITED

### 1. INTRODUCTION

#### 1.1 Background

1.1.1 Road Infrastructure Development Company of Rajasthan Limited and RIDCOR Infra Projects Ltd. (hereinafter referred to as “RIDCOR” or “the Authority” which shall also include its Director/Manager/Head-Operations/CFO/Project Manager/Head-Tolling/Authorized Representative, has in accordance with Partnership and Development Agreement (PDA) executed with the Government of Rajasthan (GoR), developed various project roads in Rajasthan on Build, Operate and Transfer (BOT) mode not only to reduce the travel time but also to open up the avenues for industrial and urban development of the region which in turn shall add a new dimension to the progress of the State of Rajasthan.

1.1.2 RIDCOR is authorized to collect user fee by GoR in order to recover the cost of the project, interest thereon, operation & maintenance, major maintenance cost, reasonable profit, development of new roads etc. The concerned Project Manager or In-charge of the site shall be “Authority’s Representative” for obligations & responsibilities in respect to this Project/contract. The Authority has decided to carry out the Bidding process for selection of an entity as the “Bidder” to whom the work may be awarded for providing manpower to collect user fee at toll plaza(s) & carryout incident management on various project roads developed by RIDCOR.

1.1.3 The details of roads along with toll plazas are as under:

S. No.	Name of Road	Package ID	Length (In Km)	Details of Toll Plazas			District
				Toll Plaza/Check Barrier	Chainage	No. of Lanes	
<b>Phase I – RIDCOR</b>							
1	Phalodi to Pachpadra	PR-1	292	Kolu Pabuji	Km 24	6	Jodhpur
2	Pachpadra to Ramji Ki Gol	PR-2		Bhooka Bhagat Singh	Km 124	6	Barmer
			Naya Nagar	Km 205	6		
				Kasari	Km 262	6	
3	Kishangarh to Ratangarh	HK-2	407	Chhapri Kalan	Km 55	6	Nagour
				Padihara	Km 102	6	Churu
				Malasar	Km 188	6	
4	Ratangarh to Hanumangarh	HK-1		Rekhrekhasar	Km 234	6	Hanumangarh
				Kolha	Km 323	6	
				Bagdi	Km 393	6	
5	Lalsot to Kota	LJ-1	195	Bhadoti	Km 15	4	Dausa
				Indergarh	Km 39	4	Sawaimadhapur
				Gudla	Km 103	6	Bundi
					Km 176	5	
<b>Total (A)</b>			<b>894</b>			<b>79</b>	
<b>Phase II – RIDCOR</b>							
1	Hanumangarh to Sangaria	HS	22	Sangaria	Km 16	4	Hanumangarh
<b>Total (B)</b>			<b>22</b>			<b>4</b>	
<b>Grand Total</b>			<b>916</b>			<b>83</b>	

1.1.4 RIDCOR invites online bids for manpower-based toll collection along with incident management at toll plazas on the road stretches as under:

S. No.	Lot	Name of Road	Package ID	No. of Toll Plazas
1	Lot-1	Phalodi-Ramji Ki Gol	PR	4
2	Lot-2	Hanumangarh-Kishangarh	HK	6
3		Hanumangarh-Sangaria	HS	1
4	Lot-3	Lalsot-Kota	LJ-1	4

Bidder may quote for any/all the Lots. In case, any bidder is lowest in all the three lots, RIDCOR, at its sole discretion, will award any of the Lots to L1 bidder and work of remaining lots may be awarded to other eligible bidders at L1 rates through negotiations in cycle order L2, L3 & so on. Interests of RIDCOR will be of the primary considerations in such decision. The Decision of the Authority shall be binding and final to all the eligible bidders. Bidder has to agree to it within 7 days of intimation to him on his email, otherwise it will be deemed as his consent for the proposal given by RIDCOR.

**1.1.5 Bid Security:**

The Bidder shall deposit a Bid Security through RTGS/NEFT/IMPS in the designated account of RIDCOR in accordance with the provisions of this Bid Document as under:

S. No.	Lot	Bid Security (Rs. In Lakh)
1	Lot-1	5
2	Lot-2	5
3	Lot-3	2

**Note:** Bid security amount of Rs. 12 Lakh (considering participation in all lots) is mentioned on GoR E-portal, however bidder(s) can deposit the bid security amount for any of the prospective Lot(s) in which he is interested to participate, in the designated bank account of RIDCOR as per above Table. The bid security amount for each Lot is mentioned in the Table above. Any bidder, who wish to participate in any particular Lot, shall submit the bid security corresponding to the Lot, which shall be acceptable to RIDCOR. It is clarified that for example, if the bidder is interested to participate in Lot-1 only then he has to deposit the bid security of Rs. 5 Lakh only.

**1.2 Brief description of online Bidding Process**

1.2.1 The Authority has adopted a three-stage, two envelope/folder e-tendering Bidding process (referred to as the “Bidding Process”) for selection of the Bidder for award of the Work. The first envelope/folder (the “Qualification Stage”) of the process involved qualification of interested parties in accordance with the provisions of the Bid Document. Subsequent to completion of the Qualification Stage, the Authority shall open/download the second envelope/folder, the “**Bid**”, of short-listed Bidders who are eligible for participation in this stage of the Bidding Process (the “**Bid Stage**”).

1.2.2 **Qualification stage**, the Bidders would be required to furnish all information specified herein on the e-procurement portal <https://eproc.rajasthan.gov.in> as per requirements of this Bid document. The Qualification stage is aimed at evaluating/establishing Financial Capacity to establish eligibility of the Bidders for selection.

1.2.3 **Financial evaluation stage**, at the end of the Qualification stage, financial Bids/ e-quotation of qualified Bidders shall be opened and evaluated for awarding the work.

- 1.2.4 Each of the communication and the Bid proposal shall be addressed to:  
**Road Infrastructure Development Company of Rajasthan Limited**  
**701-706, 7<sup>th</sup> Floor, ARG Corporate Park**  
**Gopalbari, Near Ajmer Pulia, Jaipur - 302005**  
**Phone: 0141-2747001, Email: [office@ridcor.in](mailto:office@ridcor.in)**

### 1.3 **Schedule of online Bidding Process**

The Authority will endeavour to adhere to the dates indicated below, however, it reserves the right to effect changes to the Schedule below, if the need arise and on its own discretion.

	<b>Event Description</b>	<b>Date</b>
1.	Downloading of Bid Documents	From 06/07/2024 (11:00 Hrs) to 19/07/2024 (18:00 Hrs)
2.	Submission of Bid	Till 1800 hours 19/07/2024
3.	Opening of Technical Proposal	22/07/2024 at 1130 Hrs
4.	Opening of Financial Proposal	Will be notified on <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>

### 1.4 **Clarification on Bid Document**

A Bidder requiring any clarification on the Bidding Document, may notify the Authority (RIDCOR) through E-mail '[office@ridcor.in](mailto:office@ridcor.in)'. The Authority will respond to any request for clarification which is received at least 24 hours earlier than scheduled pre-bid meeting. The Authority's response will be forwarded through email to the bidders who raised their queries.

### 1.5 **Pre-bid Meeting**

- 1.5.1 The Bidder or his authorized representative is invited to attend a Pre-bid meeting, which will take place at RIDCOR HO, Jaipur on 15/07/2024 at 1130 Hrs IST.
- 1.5.2 Any modification of the Bidding Documents which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 1.6 and not through the minutes of the pre-bid meeting.

### 1.6 **Amendment of Bid Document**

- a) At any time, the Authority may for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the Bid Document by issuing an Addendum on <https://eproc.rajasthan.gov.in>. No addendum shall be published in the newspaper. It is binding on the Bidder to provide requisite information as per the Addendum and within the time prescribed, otherwise, the Bid shall be rejected. The Addendum shall be part of the Bid Document.
- b) Any Addendum issued hereunder will be in writing. and shall be hosted on the e- procurement portal <https://eproc.rajasthan.gov.in>

## **2. INSTRUCTIONS TO BIDDERS**

### **2.1 General Terms of Bidding**

- 2.1.1 No Bidder shall submit more than one Bid for the Work. A Bidder is required to bid on individual basis and joint venture / consortium are not allowed. In case of bidder is a part of a Group then only a single entity forming part of the Group shall be eligible to participate in the bidding. In case of violation of this clause, the Bid shall be declared non-responsive.
- 2.1.2 Notwithstanding anything to the contrary contained in this Bid Document, the detailed terms specified in the Form of Contract Agreement shall have overriding effect, provided however, that any conditions or Obligations imposed on the Bidder hereunder shall continue to have effect in addition to its Obligations under the contract Agreement.
- 2.1.3 The Lot-wise financial bid shall be submitted online by the bidder with respect to the total cost of each Lot mentioned in Clause 3.3.5 hereinbelow.
- 2.1.4 The Agency shall have the manpower with them, having skills to run tolling operations (preferably with computer knowledge and skills) and able to provide the manpower within 7 days of issuance of letter of acceptance. The agency shall have the registration with appropriate authorities and have the experience in handling / providing similar activities / services.
- 2.1.5 The proposal of the agency satisfying the above requirements and agreed with the terms and conditions detailed hereinafter will be examined. The most suitable and capable agency will be selected & engaged for appointment as 'Agency' by RIDCOR and the decision of RIDCOR is final and binding.
- 2.1.6 The selected and appointed agency is termed as 'Agency' for all purposes related to toll collection along with Incident Management at the toll plazas. Failure to deploy committed numbers of man will attract penalty provisions for the number of men not deployed as mentioned hereinbelow. The same shall be deducted from next monthly bill of the Agency.
- 2.1.7 Any condition or qualification or any other stipulation quoted/inserted in the Bid by the bidder shall render the Bid non-responsive.
- 2.1.8 The Bid and all communications in relation to or concerning the Bidding documents shall be in English language.
- 2.1.9 The Bid Document and all attached Documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and submission of the Bid in accordance with this Bid Document. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Provisions of this clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders and the Authority will not return to the Bidders any Bid, document or any Information provided along therewith.
- 2.1.10 This Bid Document is not transferable.
- 2.1.11 Any award of work/ contract pursuant to this Bid Document shall be subject to terms of Bidding and on the discretion of Authority whose decision shall be binding & final to all the bidders.



**2.2 Qualification of Bidders**

**2.2.1 Minimum eligibility criteria:**

- (i) The Bidder shall have minimum 05 (Five) years of experience in the business of toll collection of national or a state highway or a road under the supervision and control of Ministry of Road Transport and Highways (MoRTH) or National Highway Authority of India (NHAI) / Public Works Department (PWD) / Rajasthan State Road Development Corporation (RSRDC) /RIDCOR/RIPL or any Concessionaire on NH/SH or International Projects as on 31/03/2024 (hereinafter referred to as “Eligible Project”).
- (ii) A bidder must fulfil following minimum eligibility criteria apart from (i) above:

<b>Sr. No</b>	<b>Description</b>	<b>Minimum Eligibility Criteria</b>
1	Bidder's Average Annual Turnover (Individual/Group*) over the Last 3 Financial Years (FY 2021-22, Year 2022-23 and Year 2023-24)	Rs. 100 Cr.
2	Bidder's Average Annual OMT/TOT/BOT/Revenue Assurance toll collection during last two financial years i.e. FY 2022-2023 and FY 2023-24	Rs. 300 Cr.
3	Total Average Annual Number of Toll Lanes operated by the Bidder on Manpower-based/OMT/TOT/BOT/Revenue Assurance Tolling in last two years i.e. FY 2022-23 and FY 2023-24	80 Lanes
4	Number of Toll Plaza Staff currently deployed in Manpower-based/OMT/TOT/BOT/Revenue Assurance in last six months from November-2023 to April-2024	400 Nos.
5	Average Annual ETC Toll Collection through Manpower-based/OMT/TOT/BOT/Revenue Assurance in last two years i.e. FY 2022-23 and FY 2023-24	Rs. 200 Cr.

\* Group Turnover means combined total revenue of Bidder’s Group Companies. Turnover of JV/Consortium will be considered in proportion to the bidder’s stake only for the eligibility criteria of annual turnover.

# Revenue Assurance also known as Auction-based tolling

**2.2.2 All bidders shall include the following information and documents with their bids:**

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) total monetary value of Toll collection done in the last three years; (Year wise details)
- (c) Experience certificate of the agency in Toll collection of a similar nature with certificates from concerning private company/Government entity;
- (d) Evidence of availability of key personnel like Operation Manager, Asstt. Plaza Manager, MIS with details as detailed in **Schedule-I**;
- (e) Turnover certificates duly certified from a reputed chartered accountant firm along with the UDIN number. The bid will be rejected, if the certificate does not have UDIN Number (In case of Partnership firm/LLP firm, the turnover of the firm and not of the individual partners shall be considered);
- (f) GST registration certificate. If, the bidder is not GST registered OR its GST registration is in inactive status as on date of submission of bid, his bid shall be rejected;
- (g) Information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter;

- (h) Attested copies of latest income tax return filed by the firm;
- (i) Attested copy of PAN, GST etc.;
- (j) Attested copy of ESI & PF registration number; and
- (k) Proof of fulfilment of minimum eligibility criteria as detailed in 2.2.1 above in the prescribed format as per Schedule-VI.

2.2.3 Bids from consortium/association/joint venture are not allowed.

2.2.4 Each bidder must produce:

- (i) An affidavit on a Stamp Paper, duly attested from the Notary Public, that the information furnished with the bid documents is correct in all respects; and

Each bidder must demonstrate:

- (i) Evidence of availability of the key personnel and the supporting staff for this toll collection as stated in the Schedule-I
- (ii) Adequate experience of the Agency and Key Personnel

2.2.5 Sub-Contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria. Bidder must have completed similar work in his own name.

2.2.6 Disqualification of the Bidder:

- (a) Even though the bidders meet the above qualifying criteria, they are subject to disqualification, if they have:
  - (i) made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
  - (ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. or debarring from RIDCOR work or performance is not satisfactory on RIDCOR works etc.
- (iii) tempered the bid document in any manner.
- (b) Notwithstanding the above, RIDCOR may debar or blacklist any of the bidder(s) for their misleading or false representations in the forms, statements and attachments submitted and included in Bid application for the period to be decided by RIDCOR besides taking legal action. Moreover, the bid applications of those toll bidders will also not be considered wherein charges have been framed by any regulatory agency in its final report or having past records of misbehavior, defaults, non-compliances in toll operations in last 5 years.
- (c) Any entity, which has been blacklisted or barred or declared Non-Performer by the Ministry of Road Transport & Highways/NHAI/ NHIDCL/State PWDs/RSRDCC/ RIDCOR/RIPL from participating in the bids for toll collection on its highways and the bar subsists as on the Bid submission date, shall not be eligible to submit the bid.

2.2.7 The Bidder may be -

- (i) Company registered under the companies act, 1956 /2013
- (ii) Partnership firm registered under the Indian Partnership Act, 1932 or Limited Liability Partnership Act, 2008
- (iii) Proprietary Firm/Individual

2.2.8 The Bidder can submit a “Bid” as a single entity. The consortium or association or joint ventures shall not be entitled to bid.

**2.3 Cost of Bidding**

The Bidders shall be responsible for all the costs associated with the preparation of their Application/Financial Bid and their participation in the Bidding process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding process.

**2.4 Details of designated bank account of RIDCOR**

RIDCOR Ltd.  
 Bank: Punjab National Bank  
 Branch: Large Corporate Branch, Tolstoy House, New Delhi-110001  
 A/c. No 2164002100008369  
 RTGS/IFSC Code PUNB0216400

**2.5 Non-Refundable Bid Processing Fee**

The Bidder shall deposit following amounts through RTGS/NEFT/IMPS in the designated account of RIDCOR:

- (i) Bid Document Fee – Rs. 11,800/- including GST
  - (ii) E-Tendering Processing Fee – Rs. 2,500/-
- TOTAL – Rs. 14,300/-**

The copy of the transaction receipt shall be uploaded along with the **Technical Proposal** of the Bid on the e-tendering portal. The eligible bidders, who participated in the online bids for this work vide NIT no. 081 dated 29/05/2024 and deposited the Bid Document Fee with RIDCOR, are not required to deposit Bid Document Fee again.

**2.6 Bid Security / Performance Security / Advance Cheques**

**a) Bid Security:**

The Bidder shall deposit a Bid Security through RTGS/NEFT/IMPS in the designated account of RIDCOR in accordance with the provisions of this Bid Document as under. However, the eligible bidders, who participated in the online bids for this work vide NIT no. 081 dated 29/05/2024 and deposited the Bid Security with RIDCOR, are not required to deposit Bid Security again:

S. No.	Lot	Bid Security (Rs. In Lakh)
1	Lot-1	5
2	Lot-2	5
3	Lot-3	2

**Note:** Bid security amount of Rs. 12 Lakh (considering participation in all lots) is mentioned on GoR E-portal, however bidder(s) can deposit the bid security amount for any of the prospective Lot(s) in which he is interested to participate, in the designated bank account of RIDCOR as per above Table. The bid security amount for each Lot is mentioned in the Table above. Any bidder, who wish to participate in any particular Lot, shall submit the bid security corresponding to the Lot, which shall be acceptable to RIDCOR. It is clarified that for example, if the bidder is interested to participate in Lot-1 only then he has to deposit the bid security of Rs. 5 Lakh only.

The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 30 (thirty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it provides a Performance Security under the Contract Agreement.

The Selected Bidder's Bid Security will be returned, without any interest, upon the selected agency signing the Contract Agreement and furnishing the Performance Security in accordance with the provisions of the Bid Document and Contract Agreement. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Contract Agreement.

b) **Performance Security**

The Agency shall furnish Performance Security within 10 days from the date of issue of Letter of Acceptance (LOA) by the Authority in the form of a crossed account payee demand draft/pay order/RTGS/NEFT/Bank Guarantee/FDR with the validity of 15 months from the date of signing of contract agreement as under:

S. No.	Lot	Performance Security (Rs. In Lakh)
1	Lot-1	40
2	Lot-2	100
3	Lot-3	32

The performance security amount shall not bear any interest and shall be refunded either within 30 days of the completion / closure of toll collection services subject to settlement of all the accounts by the Agency.

**Abnormally Low Bid (ALB)**

If the Bid of the successful Bidder/s is seriously unbalanced/Abnormally Low Bids (ALB) as per the assessment of the same by RIDCOR, the RIDCOR may require the bidder to produce detailed price analysis.

After evaluation of the price analysis, RIDCOR may require that the amount of the performance security set forth in the Bid Document be increased to protect the Authority against financial loss in the event of default of the successful bidder under the contract, additional Performance Security will be taken for Abnormally Low Bids ("ALBs") as under:

- (a) If the Bid Price offered by the Selected Bidder is lower than 10% but upto 20% of the estimated Project Cost, then the Additional Performance Security shall be calculated as 2 times of the performance security set forth in the bid document.
- (b) If the Bid Price offered by the Selected Bidder is lower than 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated as 3 times of the performance security set forth in the bid document.

If, the Agency fails to submit performance security/ execute contract agreement within the prescribed time frame, a penalty of Rs. 5,000 /- per day plus applicable GST shall be levied until submission of performance security/ signing of contract agreement, as the case may be. If, Agency fails to submit the performance security within 20 days of issuance of LOA, the LOA may be considered as cancelled and his bid security shall be forfeited for which the Agency will not be eligible for any claim/compensation and Agency shall be debarred for bidding in RIDCOR tenders for the years 2024-25 and 2025-26.

c) **Advance Cheques**

Before execution of Contract Agreement, the Agency has to deposit 12 nos. advance cheques for each Lot payable at par at all branches of bank and each cheque shall be for the amount as mentioned below:

Lot-1 (PR)	: Rs. 10 Lakh
Lot-2 (HK & HS)	: Rs. 35 Lakh
Lot-3 (LJ-1)	: Rs. 15 Lakh

Advance cheques shall be of the bank account which is authorized bank account of the selected Manpower Agency. An Affidavit shall be given by the Agency that before completion of contract period, he will not close the bank account of which the advance cheques submitted by him.

## 2.7 Site Visit and Verification of Information

- a) Bidders are encouraged to submit their respective Bids after visiting the Project Site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, availability of manpower, weather data, applicable laws and regulations, and any other matter considered relevant by them.
- b) It shall be deemed that by submitting a Bid, the Bidder has:
- made a complete and careful examination of the Bidding Documents;
  - received all relevant information requested from the Authority;
  - accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority;
  - satisfied itself about all matters, things and information necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
  - acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Contract Agreement by the selected agency;
  - agreed to be bound by the undertakings provided by it as under and in terms hereof; and
  - carefully evaluated the likely variations in the amounts of user fee collection over the period of the contract for any reasons whatsoever.

**2.8 Verification and Disqualification**

2.8.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to 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.

2.8.2 The Authority reserves the right to reject any Bid along with the Bid Security if:

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

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 L1 Bidder gets disqualified / rejected, then RIDCOR reserves the right to:

- invite the remaining Bidders to submit their revised Bids to match the disqualified L1 bidder
- take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.8.3 In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Bidder either by issue of the LOA or entering into of the Contract Agreement , and if the selected Bidder has already been issued the LOA or has entered into the Contract Agreement , as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Bid Document, be liable to be terminated, by a communication in writing by the Authority to the selected Bidder or the Agency, as the case may be, without the Authority being liable in any manner whatsoever to the selected Bidder or Agency. 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 and in addition to any other right or remedy that may be available to the Authority under the Bidding documents and/ or the Contract Agreement, or otherwise.

The bid evaluation committee may ask for the pending documents for technical qualification in order to have more competitive bids in a prescribed time frame and such documents have to be submitted by the bidder.

2.8.4 Any grievance related to bid may be resolved as per procedure adopted in Schedule-V. All legal proceedings, if any, arising out of this bid shall have to be filed within the specified timelines in courts with jurisdiction in Jaipur city only, in case the matter is not resolved by procedure mentioned at Schedule-V.

**2.9 Documents to be submitted along with the Bid**

The Bidder shall submit the Bid on-line through e-portal <https://eproc.rajasthan.gov.in> which shall comprise scanned copies of following documents by the stipulated date and time:

**Cover-1**

Envelope/Folder ‘A’ – ‘**Technical Proposal**’ shall contain:

- a) Bidder information in the prescribed format as per the Appendixes along with Annexures and required supporting documents;
- b) Receipt of transaction details of Bid Security;
- c) Irrevocable Power of Attorney for signing the Bid as per format at Appendix-II;
- d) Duly signed form of Contract Agreement, certifying that the Bidder understands and accepts the terms and conditions of the Contract.
- e) Bid Document Fee – Rs. 11,800/- including GST through NEFT/RTGS/IMPS in the designated account of RIDCOR. The eligible bidders, who participated in the online bids for this work vide NIT no. 081 dated 29/05/2024 and deposited the Bid Document Fee with RIDCOR, are not required to deposit Bid Document Fee again.

E-Tendering Processing Fee – Rs. 2,500/- through NEFT/RTGS/IMPS in the designated account of RIDCOR

Total fee shall be Rs. 14,300/-

- f) Bidder shall deposit a Bid Security as per following details through RTGS/NEFT/IMPS in the designated account of RIDCOR in accordance with the provisions of this Bid Document. However, the eligible bidders, who participated in the online bids for this work vide NIT no. 081 dated 29/05/2024 and deposited the Bid Security with RIDCOR, are not required to deposit Bid Security again:

S. No.	Lot	Bid Security (Rs. In Lakh)
1	Lot-1	5
2	Lot-2	5
3	Lot-3	2

Before submission of financial Bid, Bidders must ensure that scanned copies of all the necessary documents related to technical eligibility criteria, have been uploaded with the Bid as per the checklist enclosed herewith at Schedule-VI.

Notice Inviting Tender /Bid Document can be downloaded from the website <https://eproc.rajasthan.gov.in>. The document downloaded from the website shall not be tempered. If any tempering is detected before signing of the agreement, the Bid security of the Bidder shall be forfeited and the Bidder shall be debarred for a period of one year for Bidding in RIDCOR.

**Cover-2**

Envelope/Folder ‘B’ – ‘**Financial Proposal**’ shall contain:

- (i) The bidder has to quote for any/all Lots against Total Estimated Cost mentioned at Clause 3.3.5 of this Bid Document.

Rates quoted/agreed by the agency would be fixed for a period of 12 months. The selected bidder will be required to comply with all the guidelines related to minimum wages of manpower issued by Government of Rajasthan (GoR) throughout the contract period of 12 months. Contract price for each Lot has to be quoted by the prospective bidders accordingly. It is clarified that there will be no change in the contract price even if there is change in minimum wages by GoR.

**2.10 Rejection of BIDS:**

2.10.1 Notwithstanding anything contained in this Bid Document, the Authority reserves the right to reject any or all Bids and to annul the Bidding process at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all Eligible Bidders to submit fresh Bids hereunder.

2.10.2 Authority reserves the right not to proceed with the Bidding process at any time, without notice or liability or assigning any reason and to reject any or all Bids.

**2.11 Scope of work:**

2.11.1 Take over the Toll Plaza infrastructure and equipment from the Existing Agencies/Contractors/RIDCOR.

2.11.2 Collect toll from the notified vehicles crossing the toll plazas at the locations stated in the offer document, on behalf of RIDCOR, at the rates prescribed for each category of vehicles for a period of 12 months from the date as mentioned in the work order/Letter of Acceptance (LOA).

2.11.3 The toll collected from Vehicles bearing FASTag will be automatically credited to the designated ESCROW account. However, the toll collected from non FASTag vehicles is to be deposited by the Agency in the ESCROW account designated by RIDCOR on daily basis starting from the 2nd day of Contract except on public holidays. In case of any default in compliance to this clause, the selected agency will be liable to compensate the losses for which RIDCOR will be at liberty to encash the advance cheques deposited by the Agency under Clause 2.6 hereinabove.

2.11.4 Provide requisite manpower for execution of the work as per estimated manpower for each Lot as specified in Schedule-I with essential qualification as mentioned in Schedule-IA. It is to note that the positions of Operation Manager and Assistant Plaza Manager, which is to be deployed by the Agency, will be finally approved by the Authority after personal interactions with competent authority of RIDCOR.

**Note:**

- (i) All the compliances like PF, ESI etc. shall be complied by the Agency and only 80% payment shall be released within 15 working days of submission of bills in Jaipur HO in absence of proofs of these compliances and remaining 20% payment shall be released after submission of such proofs.
- (ii) At least 90% attendance will be maintained by the Agency otherwise it may attract action as stipulated in contract agreement at the sole discretion of the Authority.
- (iii) In case of exigencies requiring additional manpower due to enhanced traffic at any of the toll plazas, RIDCOR reserves the right to permit additional manpower in the form of TC/Traffic Marshall @ Rs. 400/- per day plus GST at the sole discretion of RIDCOR with prior competent approval.



- 2.11.5 As and when toll collection on the toll plazas is commenced, the requisite manpower as per Schedule-I to be deployed at each toll plaza, which is mandatorily to be followed by the Agency for each toll plaza.
- 2.11.6 If the number of deployed manpower in the category of Toll Collector/Traffic Marshal is required to be reduced by RIDCOR based on actual traffic needs/FASTag penetration, recovery @ Rs. 400/- per person per day will be affected from the eligible payment in accordance to certification by the authorized representative of RIDCOR. The Agency shall not be entitled to make any claim of whatsoever nature in this regard and the decision of the RIDCOR shall be final and binding on the Agency.
- 2.11.7 Carry out day to day operations and maintenance of toll plazas.
- 2.11.8 Ensure proper coordination and facilitation for maintenance of toll plaza infrastructure, including toll equipment under the supervision of RIDCOR for the respective toll plazas.
- 2.11.9 Agency shall provide & maintain following incident management and miscellaneous services/expenses on toll roads of RIDCOR:

- (i) Route Patrol Vehicles (RPV), Ambulances and Hydra Cranes as stipulated in below Table:

S. No.	Name of Road	Package	Lot	No. of Toll Plazas	Length (Km)	RPV	Ambulance*		Hydra Crane
							Cat.1	Cat.2	
							Unit (Nos.)		
1	Phalodi-Pachpadra	PR 1	Lot-1	2	138	2	1	0	0
2	Pachpadra-Ramji Ki Gol	PR 2		2	154	2	1	0	1
3	Hanumangarh-Ratangarh	HK 1	Lot-2	3	200	3	2	0	1
4	Ratangarh-Kishangarh	HK 2		3	207	3	2	0	0
5	Hanumangarh-Sangaria	HS		1	22	1	0	1	0
6	Lalsot-Kota	LJ 1	Lot-4	4	195	3	2	0	0
<b>Total</b>				<b>15</b>	<b>916</b>	<b>14</b>	<b>8</b>	<b>1</b>	<b>2</b>

\* **Category-1 (Tempo Traveler or equivalent) and Category-2 (Mahindra Bolero or equivalent)**

**(ii) Miscellaneous Services:**

- All type of stationery items related to tolling operations
- Boarding & lodging of Toll Staff including Guest house & Toll Office
- Housekeeping material including utilities, facilities, cleaning etc.
- Water tankers for utilities and drinking
- Water supply bills
- Uniform along with ID cards & Safety items
- Sundry Charges, if any
- Local liasoning with administration/public representatives for smooth toll operations as and when required
- Communication charges where Agency will provide a dedicated contact number at each toll plaza for control room

- Plaza Vehicle (Swift Dzire/Toyota Etios or similar category not older than 2020 model upto 2500 km in a month) at each toll plaza for official use by the Agency such as banking, administration, local liasioning etc. APM-Toll Operations or Authorized Representative of RIDCOR are also authorized for using this plaza vehicle for their movement on project road as and when required.
- Maintenance and upkeeping of plaza building/assets/utilities/facilities
- Refilling including upkeep & maintenance of fire extinguishers
- Workman compensation Policy
- Insurances eg. Fidelity, Theft/Burglary of Money etc.
- Stamp duty for execution of Contract Agreement
- Bank Guarantee charges etc.
- Contractor's Overheads

**Note:** The above list is not exhaustive and includes all sundries, overheads, agency charges, incidental charges etc. for efficient and smooth day to day Operations and Incident Management. Any other claim in this respect will not be admissible to the Authority.

- 2.12 The transportation, food, medical and other statutory requirements in respect of each personnel of the Agency shall be responsibility of the Agency and RIDCOR shall not be liable or responsible on any of these accounts towards any personnel of the Agency.
- 2.13 Only service charges of FASTag, running expenses (electricity & diesel for generators) and service/repair of DG set needed for smooth functioning of toll operations shall be reimbursable to the Agency on actual basis, based on production of certified bills/invoices. These payments can be directly made by RIDCOR, also.
- 2.14 The Authority shall be entitled to forfeit and appropriate the Bid security as damages *inter alia* in any of the events specified in clause 2.14.
- 2.15 The Bid Security shall be forfeited as damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Contract Agreement, or otherwise, if
- (a) a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
  - (b) a Bidder withdraws its Bid during the period of Bid validity as specified in this Bid Document and as extended by mutual consent of the respective Bidder(s) and the Authority;
  - (c) the Selected Bidder fails within the specified time limit -
    - (i) to sign and return the duplicate copy of LOA; or
    - (ii) to sign the Contract Agreement; or
    - (iii) to furnish the Performance Security within the period prescribed therein the Contract Agreement.
  - (d) the Selected Bidder, after issue of LOA, commits any breach thereof prior to furnishing the Performance Security.

2.16 RIDCOR is authorized to review and take a considered decision on the bid after taking approval from the Director/Manager/Head-Operations/CFO/Head-Tolling, RIDCOR/O&M Committee in order to arrive at an optimized quote in the interest of the Company to save further loss of time/cost of the bidding process. In case of unavoidable/exceptional circumstances in accordance to the outcome of the bid, RIDCOR Management reserves the right to award the work to qualified and eligible Agency on the most favorable rates to RIDCOR with competent approval from O&M Committee.

2.17 The bid validity shall be 120 days from the date of submission of bid.

2.18 **Confidentiality:**

Confidentiality Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the RIDCOR in relation to, or matters arising out of, or concerning the Bidding Process. The RIDCOR will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The RIDCOR may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the RIDCOR or as may be required by law or in connection with any legal process.

2.19 **Correspondence with the Bidder**

Save and except as provided in this RFP, the RIDCOR shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

### 3. EVALUATION OF BIDS

#### 3.1 **Opening and Evaluation of Bids:**

3.1.1 Opening and evaluation of Bids will be done for the bids only through online process. The Authority shall open online bids received as per schedule mentioned in Clause 1.3 on the Bid Due Date. The Authority will examine and evaluate the online Bids in accordance with the provisions set out in this Section-3.

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

3.1.3 Correction of Errors; Bids determined to be substantially responsive will be checked and corrected by the Authority for any discrepancy as follows:

“Where there is any discrepancy between the amounts in figures and in words, the amount in words shall prevail.”

The amount stated in the Bid shall be adjusted by the Authority in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected and the Bid Security will be forfeited.

#### 3.2 **Tests of Responsiveness:**

Prior to opening of financial quotes in various Bids, the Authority shall determine whether each Bid is responsive to the requirements of this Bid Document. The evaluation of only the responsive Bids shall be undertaken by the Authority.

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

- (a) Cover/Folder -1 Technical Proposal is digitally signed, complete as required and uploaded on the e-tender portal before the Bid Due Date;
- (b) it is received by the Bid Due Date including any extension thereof, as granted by the Authority;
- (c) it is accompanied with Bid Processing Fee of as prescribed in this document.
- (d) it is accompanied by the Bid Security;
- (e) it is accompanied by the Irrevocable Power(s) of Attorney as specified in this Bid Document; and
- (f) it does not contain any conditions or disqualification.

3.2.1 The bid is also to be accompanied with all the information (complete in all respects) as requested in this Bid Document and/or Bidding Documents (in formats same as those specified);

**3.3 Technical Evaluation**

- 3.3.1 All Bidders who fulfil the minimum qualifying criteria as stipulated in Clause 2.2.1 (First Stage Evaluation) will qualify for Second Stage Technical Evaluation as detailed in para 3.3.3 below.
- 3.3.2 The bid evaluation committee may ask for the pending documents for technical qualification in order to have more competitive bids in a prescribed time frame and such documents have to be submitted by the bidder through online mode.
- 3.3.3 The eligible bidders who cleared the First Stage as per above 3.3.1, will be evaluated under the following Technical Criteria in Second Stage for their eligibility of opening the financial proposal in Third Stage.

<b>Technical - Eligibility Criteria</b>					
<b>Sr. No</b>	<b>Criteria</b>	<b>Sr. No</b>	<b>Criteria</b>	<b>Target Score</b>	<b>Self</b>
A	Financial	A1	Bidder's Average Annual Turnover (Individual/Group*) over the Last 3 Financial Years (FY 2021-22, Year 2022-23 and Year 2023-24) (Minimum Average Annual Turnover is Rs. 100 Cr.) A. 100-200 Cr. (10) B. 201-300 Cr. (12) C. 301 Cr. and above (15)	15	
B	Technical	B1	Bidder's Average Annual OMT/TOT/BOT/Revenue Assurance toll collection during last two financial years i.e. FY 2022-2023 and FY 2023-24 (Minimum Qualification Criteria is Rs. 300 Cr.) A-INR:- 300-400 Cr. (10) B-INR:- 401-500 Cr. (12) C-INR:- 501 Cr. and above (15) Supporting:- (Self-Certification along with relevant documents®)	15	
B	Technical	B2	Total Average Annual Number of Toll Lanes operated by the Bidder on Manpower-based/OMT/TOT/BOT/ Revenue Assurance Tolling in last two years i.e. FY 2022-23 and FY 2023-24 (Minimum Qualification Criteria is 80 Lanes) A. 80-100 Lanes (10) B. 101-150 Lanes (12) C. 151 Lanes and above (15) Supporting:- (Declaration from SPV/ Concessionaire/Self Certification)	15	
B	Technical	B3	Total Number of ETC Toll Lanes in OMT/TOT/BOT/Revenue Assurance in Financial Year 2022-23 OR the year 2023-24 (Minimum Qualification Criteria is 80 Lanes) A. 80-100 Lanes (5) B. 101-150 Lanes (7) C. 151 Lanes and above (10) Supporting:- (Declaration from SPV/ Concessionaire/Self Certification)	10	
B	Technical	B4	Number of Toll Plaza Staff currently deployed in Manpower-based/OMT/TOT/ BOT/Revenue Assurance in last 6 months (November, 2023 to April, 2024) (Minimum Qualification Criteria is 400 nos.): A. Strength between 400-550 nos. (10) B. Strength between 551-700 nos. (12) C. Strength 701 nos. & above (15) (Supporting - Last six months Invoices billed to BOT/ Avg. Last six months Salaried staff details self-certified along with relevant documents)	15	

Technical - Eligibility Criteria					
Sr. No	Criteria	Sr. No	Criteria	Target Score	Self
B	Technical	B5	Average Annual ETC Toll Collection through Manpower-based/OMT/TOT/ BOT/Revenue Assurance in last two years i.e. FY 2022-23 and FY 2023-24 (Minimum Qualification Criteria is 200 Cr.) A-INR:- 200-250 Cr. (10) B-INR:- 251-300 Cr. (12) C-INR:- 301 Cr. and above (15) Supporting:- (Self-Certification along with relevant documents)	15	
B	Technical	B6	Number of years in Toll Operation (Minimum Qualification Criteria is 5 years) A. At Least 5 years (10) B. More than 5 years and upto 10 years (12) C. More than 10 years (15) Supporting:- (Declaration from SPV/ Concessionaire/Self Certification)	15	

\* Group Turnover means combined total revenue of Bidder's Group Companies. Turnover of JV/Consortium will be considered in proportion to the bidder's stake only for the eligibility criteria of annual turnover.

# Revenue Assurance also known as Auction-based tolling

@ Relevant documents mean LOA/Work Order and Work Completion Certificate/Handing Over Documents

**Note:** Turnover of Group Companies/Firms shall be considered with respect to eligibility criteria.

3.3.4 The financial proposal of only those eligible responsive bidders, who clear Second Stage of Technical Evaluation and score minimum 75 marks out of 100 marks in technical evaluation under para 3.3.3 above, will be opened.

However, the Technical proposal shall be declared non-responsive if the firm as individual or in JV or in association has failed to perform in last 3 years on any contract as evidenced by termination of any contract/ expulsion or imposition of a penalty or arbitration award or a judicial pronouncement.

The evaluation committee will carry out its evaluation applying the evaluation criteria and point system specified in the above Table.

### 3.3.5 Opening & Evaluation of Financial Proposal

The Agency shall quote the financials for particular Lot as under:

Lot	Project	No. of Toll Plaza	Estimated Cost without GST for 12 months (INR)	Financial Quote by the Bidder for 12 months without GST (INR)
Lot-1	Phalodi-Ramji Ki Gol (PR)	4	4,32,28,992	To be filled Lot-wise Quote online only through GoR E-portal
Lot-2	Hanumangarh-Kishangarh (HK) Hanumangarh-Sangaria (HS)	7	7,86,05,904	
Lot-3	Lalsot-Kota (LJ-1)	4	4,05,34,464	

**Note:**

(i) GST shall be paid extra as applicable.

**(ii) If the bidder is not interested in any Lot, he needs to put Zero (0) Value in particular Lot otherwise Financial Proposal cannot be uploaded on the Portal.**

(iii) **Estimated Cost includes all sundries, overheads, agency charges, incidental charges etc. for efficient and smooth day to day Operations and Incident Management. Any other claim in this respect will not be admissible to the Authority.**

(iv) Bidder may be asked to submit detailed clarification/justification in respect of financial quote of any/all Lot(s), if required.

3.3.6 The Authority shall be at liberty to seek detailed clarification/justification in respect of financial quote of any/all bidder(s), if required.

### 3.3.7 **Abnormally Low Bid (ALB)**

If the Bid of the successful Bidder/s is seriously unbalanced/Abnormally Low Bids (ALB) as per the assessment of the same by RIDCOR, the RIDCOR may require the bidder to produce detailed price analysis.

After evaluation of the price analysis, RIDCOR may require that the amount of the performance security set forth in the Bid Document be increased to protect the Authority against financial loss in the event of default of the successful bidder under the contract, additional Performance Security will be taken for Abnormally Low Bids (“ALBs”) as under:

(a) If the Bid Price offered by the Selected Bidder is lower than 10% but upto 20% of the estimated Project Cost, then the Additional Performance Security shall be calculated as 2 times of the performance security set forth in the bid document.

(b) If the Bid Price offered by the Selected Bidder is lower than 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated as 3 times of the performance security set forth in the bid document.

## 3.4 **Selection of Bidder**

3.4.1 The Financial Bid of only those bidders, who qualify in terms of Clause 3.3, shall be opened at the date and time to be specified by the Authority on ‘www.eproc.rajasthan.gov.in’ portal.

3.4.2 Subject to the provisions of Clause 2.8 and Clause 2.10, the lowest rate/amount quoted by eligible responsive bidders for each Lot in the financial proposal shall be a key factor in finalizing & process for annual contract and the Authority shall be at liberty to undergo negotiation with any/all such eligible responsive bidders to award annual rate contract wholly/in parts, who agree to perform & deliver services on final rates for annual rate contract by the Authority. The decision of the Authority in this respect shall be final & binding to all the bidders. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, may invite all eligible Bidders to submit fresh Bids hereunder.

3.4.3 Deleted

3.4.4 After selection, Letter of Acceptance (the “LOA”) shall be issued by the Authority to the Selected Bidder and the Selected Bidder shall, within 5 days of the receipt of the LOA, sign and return the LOA in acknowledgement thereof. In the event of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.

3.4.5 After acknowledgement of the LOA as aforesaid and submission of Performance Security by the Selected Bidder, it shall cause the Agency to execute the Contract Agreement within a period of 10 days from the date of issuance of LOA. If, the Agency fails to submit performance security within the prescribed time frame, a penalty of Rs. 5000 per day plus applicable GST shall be levied to the Agency until submission of performance security. If, the selected bidder fails to execute the contract agreement within 20 days of the issuance of LOA, the LOA shall be considered as cancelled and his bid security shall be forfeited for which the selected bidder will not be eligible for any claim/compensation/refund and the bidder shall be debarred for bidding in RIDCOR tenders for the years 2024-25 and 2025-26. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract Agreement. However, Director/Manager/Head-Operations, RIDCOR are authorized to relax such condition on case to case basis.

3.4.6 If the selected bidder does not acknowledge the LOA, the Authority may award the work to next eligible responsive bidder i.e. L2 on the rates of L1. The process as above will continue in case of consent is not granted by the L2 bidder till the Authority is convinced with the most favorable financial quote for award of the work at the sole discretion of RIDCOR.

### 3.5 **Contacts during Bid Evaluation**

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

### 3.6 **Period of Contract**

The Contract shall be for a duration of 12 months i.e. from the date of taking over of toll plazas, which may be reduced or extended on the sole discretion of the Authority. Further extension of services will be performance based exclusively, at the sole discretion of the Authority for a maximum period of 12 months on already approved rates for the work, duly proportionately compensated for increase in the minimum wages by GoR in the extended period.

### 3.7 **Signing of Contract; Taking over of Toll 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 10 (ten) days from the date of submission of the Performance Security and after signing the contract, the successful Bidder shall be required to take over the Toll Plaza and start the User fee collection within 7 (Seven) days of date of signing the Contract or by the date as may be prescribed by the Authority in LOA. The cost of Stamp duty as per GoR norms for execution of the Contract Agreement shall be borne by the Agency.

Within 28 days of the date of signing of contract or within such period as provided in the applicable law, whichever is lesser, the successful Bidder shall, if required, have the correct Stamp Duty adjudicated by the Inspector General of Registrations,



Rajasthan and pay the requisite stamp duty as adjudicated by the Inspector General of Registrations, Rajasthan. The Agency shall return the duly stamped, signed and executed agreement/contract 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 Toll Plaza and start User fee collection within the period stipulated above shall result in forfeiture of the Performance Security. However, Standing Empowered Committee /Director/Manager, RIDCOR is empowered to approve any extension of timelines/relaxation.

#### 4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Agency, as the case may be, if it determines that the Bidder or Agency, 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 and in addition to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Contract Agreement, or otherwise if a Bidder or Agency, 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 Agency shall not be eligible to participate in any tender or Bid Document issued by the Authority during a period of 1 (one) year from the date such Bidder or Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering

of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of contract period 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) 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 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; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

**5. MISCELLANEOUS**

- 5.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in Jaipur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 5.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) award of any project stretch to any selected agency;
  - (b) 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;
  - (c) consult with any Bidder in order to receive clarification or further information;
  - (d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (e) 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.
- 5.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

# **APPENDICES**

## APPENDIX-I

### Letter Comprising the Bid – Technical Proposal

To,

**Road Infrastructure Development Company of Rajasthan Ltd. (RIDCOR)**

701-706, 7<sup>th</sup> Floor, ARG Corporate Park

Gopalbari, Near Ajmer Pulia, Jaipur-302001, Rajasthan

Phone: 0141-2747001/2/3, Email: [office@ridcor.in](mailto:office@ridcor.in)

Subject: **Bid for “Selection of Agency for providing manpower to collect user fee at toll plazas along with Incident Management on various project roads developed by RIDCOR in Rajasthan”**

Dear Sir,

With reference to your Bid Document dated \*\*\*\*\*, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

2. I am willing and capable to provide the manpower services required for the toll plaza for collection of toll on behalf of RIDCOR and accordingly submitting the proposal to provide the manpower services to the toll plaza(s) in Rajasthan.
3. I will abide by the rules and regulations and Toll Policy of RIDCOR and the Gazette Notification of Government of Rajasthan (Rate of Fee), as applicable.
4. I take the responsibility that there will not be any pilferage / loss of toll revenue to Government and penalty / recovery be levied / affected by RIDCOR and Company can take any action on me and my firm as deemed fit, in case of any loss of Toll revenue with mutual discussions and basis data and records.
5. All statutory (EPF, ESI, Service Tax payment etc..) requirements will be fulfilled during the deployment of manpower and abide by all rules and regulations under Labour Laws and all other laws as applicable. It is undisputedly agreed that all the statutory compliances related to PF, Labour Laws, ESI, workmen compensation, insurances etc. shall be responsibility of the Agency for which CA certificate shall be submitted along with monthly bills and RIDCOR shall not be liable in any case. RIDCOR reserves the right to appoint independent auditor/auditing firm for verifying various compliances in any quarter at the level of Agency, fee of which shall be borne by RIDCOR. If, the default involving non-compliance of statutory provisions is found, penalty @ 3 times amount on default amount of each non-compliance shall be imposed upon the Agency and payment shall only be released after fulfilling such statutory compliances and the penalty amount shall be deducted from the corresponding bill.
6. I/ We acknowledge that the Authority will be relying on the information provided by us in the Bid and the documents accompanying the Bid for selection of the Agency for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
7. This statement is made for the express purpose of our selection as Agency for operations of the aforesaid Project.

8. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
9. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
10. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
  - (b) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the Bid Document, in respect of any tender or Bid Document issued by or any Agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - (c) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Bid Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
  - (d) the undertakings given by us along with the Technical Proposal in response to the Bid Document for the Project are true and correct as on the date of making the Bid and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
11. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with of the Bid Document.
12. I/ We believe that we satisfy(s) the Turnover criteria and meet(s) the requirements as specified in the Bid Document.
13. I/ We declare that we are not a Member of a/ any other Firm/agency submitting a Bid for the Project.
14. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
15. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been blacklisted/debarred/charge-sheeted by any agency of the Authority or convicted by a Court of Law.
16. I/ We further certify that we including our Associates or our CEO or any of our directors/managers are not convicted in any criminal case/investigation by regulatory authority.
17. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
18. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a

Contract Agreement in accordance with the Form of Contract Agreement that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid Form of Contract Agreement and agree to abide by the same.

19. I/ We have studied all the Bidding Documents carefully and also surveyed the project road and the traffic. We understand that except to the extent as expressly setforth in the Contract Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of contract.
20. I/We agree and understand that RIDCOR shall be entitled to terminate this Contract at any time at the sole discretion of RIDCOR after giving 30 days prior notice in writing and in that event, the I/we shall not be entitled to any claim, or any compensation whatsoever on account of such termination. My/our accounts up to the date of termination shall be settled mutually within 3 months of such termination.
21. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me/us or our Bid is not opened or rejected.
22. The amount has been quoted by me/us after taking into consideration all the terms and conditions stated in the Bid Document, Form of Contract Agreement, our own estimates of costs and traffic and after a careful assessment of the site and all the conditions that may affect the contract amount and operations of the project.
23. I/ We agree and undertake to abide by all the terms and conditions of the Bid Document.
24. I/We agree that the email address as indicated in the Annex-I (Details of Bidder) shall be considered as authorized point of communication and all the information/ correspondence should be sent on this email address.
25. I/We agree and undertake to be jointly and severally liable for all the obligations of the Agency under the Contract Agreement till termination/ successful completion of the Project in accordance with the Contract Agreement.
26. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the Bid Document.
27. I/We hereby undertake that I/We did not leave the user fee collection works 2022-23 and 2023-24 awarded by RIDCOR for any reason whatsoever. Hence, I/We are eligible to bid for the user fee collection work tenders of RIDCOR for FY 2024-25. I/We include our group entities, associates, affiliates and firms in which partners / directors of these agencies are partners / directors or proprietors. In case non-compliance to this clause is identified at a later date, I/We understand that the contract is liable to be cancelled and performance security forfeited.

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

Yours faithfully,

Date:

(Signature, name and designation of the

Place:

Authorised signatory) Name and seal of Bidder



## **Appendix I**

### **Annexure-I Details of Bidder**

1. (a) Name:  
(b) Country of incorporation:  
(c) Address of the corporate headquarters and its branch office(s), if any, in India:  
(d) GST Registration No.  
(e) PAN No.  
(f) Date of incorporation and/ or commencement of business
2. Brief description of the Agency/Firm including details of its main lines of business and proposed role and responsibilities in this Project.
3. Details of individual(s) who will serve as the point of contact/ communication with the Authority:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:

I agree that the email address as indicated above shall be considered as authorized point of communication and all the information/correspondence should be sent on this email address.
4. Particulars of the Authorized Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:
  - (f) Email Address
  - (g) Aadhar Number
  - (h) PAN No.

Date: \_\_\_\_\_ (Signature, name and designation of the Authorised signatory) Place: \_\_\_\_\_  
Name and seal of Bidder/Lead Member

**Appendix I**

**Annexure-II**

**Financial Capacity of the Bidder\***  
**(to be certified by the Chartered Accountant)**

<b>Particulars</b>	<b>Turnover</b>		
	2021-22	2022-23	2023-24

# Bidder may submit turnover certificate as applicable.

Date:  
Place:

(Signature, name and designation of the  
Authorised signatory) Name and seal of Bidder

**Appendix I**

**Annexure-III**

**Authorization Letter**

(To be forwarded on the letterhead of the Bidder)

Ref.

Date:

To,

**Road Infrastructure Development Company of Rajasthan Ltd. (RIDCOR)**

701-706, 7<sup>th</sup> Floor, ARG Corporate Park

Gopalbari, Near Ajmer Pulia, Jaipur-302001, Rajasthan

Phone: 0141-2747001/2/3, Email: [office@ridcor.in](mailto:office@ridcor.in)

Dear Sir,

We hereby confirm that I/we satisfy the terms and conditions laid out in the Bid Document.

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

**APPENDIX-II**

**Power of Attorney for signing of Bid<sup>§</sup>**  
*(Refer Clause 2.9.1)*

Know all men by these presents, We, ..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the ..... Project proposed by the Road Infrastructure Development Company of Rajasthan Ltd. (RIDCOR) (the “Authority”) including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into the Contract Agreement with the Authority.

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

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2024

For.....

Witnesses:

(Signature, name, designation and address)

<sup>§</sup>To be submitted in original before signing of the contract agreement (successful bidder)

Accepted

Notarised

(Signature, name, designation and address of the Attorney)

Notes:

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

# **ATTACHMENT**

# **Road Infrastructure Development Company of Rajasthan Ltd. (RIDCOR)**

## **FORM OF CONTRACT AGREEMENT**

This Agreement is entered into on this [●] day of [●] 2024 at [●]

### **Between**

**Road Infrastructure Development Company of Rajasthan Ltd. a company incorporated [●] having its registered office at 701-706, 7<sup>th</sup> Floor, ARG Corporate Park, Gopalbari, Near Ajmer Pulia, Jaipur-302001, Rajasthan (hereinafter referred to as “RIDCOR” or Authority” which expression shall unless repugnant to the subject or the context include its permitted assigns and successors)**

### **And**

**[●] a company /partnership firm/proprietorship incorporated -----under the [●]having its registered office at -----(hereinafter referred to as “Agency” which expression shall unless repugnant to the subject or the context include its permitted assigns and successors)**

**Whereas**, the Authority has in accordance with PDA executed with the Government of Rajasthan (GoR), developed various roads in Rajasthan on BOT mode not only to reduce the travel time but also to open up the avenues for industrial and urban development of the region which in turn shall add a new dimension to the progress of the State of Rajasthan.

**WHEREAS under Gazette Notification No. F.8(21)P.W/2004/Part-I dated 3/9/2005 the State Government has authorized RIDCOR to levy a user fee upon various roads** in order to recover the cost of the project, interest thereon, operation & maintenance, major maintenance cost, reasonable profit, development of new roads etc.

Whereas, the Authority had invited the Bids for selection of agency through a fair and transparent bidding process and the above Bidder has been selected as the Contactor for Providing Manpower to collect user fee on the toll plazas of Project Roads along with Incident Management where the Agency will deposit actual toll collection on daily basis through RTGS/ NEFT in the designated bank account of RIDCOR.

### **WHEREAS**

- A. Whereas the Agency has its own separate and independent establishment which has been licensed under the provisions of the Contract Labour (Regulations & Abolition) Act,1970 and has obtained license No.----dt.----
- B. And Whereas the Agency undertakes to get itself licensed and/or registered with the appropriate Company under the relevant laws mentioned above, and shall furnish necessary proof in this regard.

**NOW THE PARTIES HERETO AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. This Agreement shall be effective from ..... and remain in force for a period of 12 months or till the extended period or unless terminated earlier by the Authority (hereinafter called as RIDCOR) in accordance with the provisions hereof.
2. RIDCOR shall, from time to time communicate to the ..... (hereinafter called Agency) indicating its service requirements through its “authorized representative” with instructions/specifications as to how the services are to be rendered and the designated place/location where the said services have to be rendered. The details of manpower required viz., persons category / designation wise, number of persons in each category / designation, qualifications of each key personnel are furnished under **Schedule-I & IA** annexed hereto.
3. Upon such communication from RIDCOR, the Agency deploy for carrying out the services as per RIDCOR requirements, its trained and competent personnel who shall be of morally good, and physically healthy and fit to carry out the assignments to the satisfaction of RIDCOR.
4. Agency shall, before deploying its employees as contemplated above, submit to RIDCOR, the necessary details of such personnel, including their names, addresses, qualifications, experience and obtain a written approval from RIDCOR for such deployment. Agency is liable for the deployed employees of their conduct and moralities etc.
5. **Obligations of the Agency are as under:**

**I. User Fee Collection**

- 1) The Agency shall be responsible for collecting user fee from all eligible highway users as per Gazette Notification through the manpower provided by the Agency.
- 2) Any shortage of revenue observed shall be made good by the Agency on daily basis.
- 3) The Agency specifically undertakes unconditionally to abide by all instructions issued by RIDCOR from time to time on operational matters including deployment of personnel.
- 4) The Agency shall also submit such information in such format which would enable RIDCOR to submit the information to appropriate authorities under various laws applicable or otherwise required by RIDCOR.
- 5) The Agency shall ensure handover the total amount of fee collected on daily basis to the bank personnel as nominated by RIDCOR or deposit the amount in designated bank account of RIDCOR.
- 6) Take over the Toll Plaza infrastructure and equipment from the Existing Agencies/Contractors/RIDCOR.
- 7) Demand and collect toll from the specified motor vehicles and trailers drawn by such vehicles that pass over the said the toll plazas at the locations as per the notifications issued by Government of Rajasthan from time to time at the rates prescribed for each category of vehicles.



- 8) The toll collected from Vehicles bearing FASTag will be automatically credited to the designated ESCROW account. However, the toll collected from non FASTag vehicles to be deposited by the Agency in the ESCROW account designated by RIDCOR for the purpose on the next working day. For any delay in depositing the said collected toll amount, the Agency will be liable to pay interest at the rate of 18% per annum on outstanding amount remained to be deposited. However, for delay beyond 7 working days, the contract will be liable to be terminated with consequential risk and cost to the Agency.
- 9) For execution of the work as per the defined scope of work, to deploy manpower as per the minimum manpower requirement provided in Schedule-I with essential qualification mentioned in Schedule-IA. **Attendance of all the employees shall be verified through biometric attendance machine available at the toll plaza.** Failure to deploy committed numbers of manpower will attract a penalty as per stipulations of the contract agreement. The same shall be deducted from corresponding monthly bill of the Agency. The Agency shall maintain at least 90% attendance of the manpower otherwise it may attract action as stipulated in contract agreement at the sole discretion of the Authority.

All the compliances like PF, ESI etc. shall be complied by the Agency and full payment shall be released upon submission of proofs of the compliances. In case of exigencies requiring additional manpower due to enhanced traffic at any of the toll plazas, RIDCOR reserves the right to permit additional manpower in the form of TC/Traffic Marshall @ Rs. 400/- per day plus GST at the sole discretion of RIDCOR with prior competent approval.

- 10) **On duty, all staff shall wear uniform and distinctive standard jackets having company logo, with night visibility. They are to deal with public and hence should be well trained to be courteous and helpful; failing which a penalty of Rs. 200/- per person per day shall be levied to the Agency.**
- 11) The Agency shall furnish to the Authority, a statement of User Fee collection in the form set forth in Schedule-II (the Monthly User Fee Statement) for each month. Proper record is to be maintained at the plaza for the purpose of providing such information. The Agency shall also submit such information as sought by RIDCOR in such format, as may be prescribed by RIDCOR from time to time.
- 12) Carry out day to day operations and maintenance of toll Plazas excluding the facilities to be maintained by the System Integrator/TMS Contractor(s) under their respective Defect Liability Periods.
- 13) Ensure proper coordination and facilitation for maintenance of toll plaza infrastructure, including toll equipment by the System Integrator/TMS Contractor(s) under the supervision of RIDCOR for the respective packages. It is complete responsibility of the Agency to ensure proper functionality of toll system equipment. The Agency shall be held responsible for any loss or damage of the same.
- 14) The TMS shall be handed over to the toll operations agency in working condition, the agency shall be responsible to check the physical condition of the hardware while taking-over. The tolling agency while operating the toll lanes and managing the back-office operations shall ensure that all hardware (Lane & Backoffice equipment) shall

be maintained in a manner that the working efficiency of any equipment is not compromised and no damage is caused to the hardware installed in the toll plaza premises due to any misuse / mishandling by the tolling staff. The toll operations agency should ensure that they must report and record all faults / defects / damages to the IT personnel for their rectification or replacement on immediate basis with a narration of the defect to the extent possible for proper diagnosis of the fault. Except for normal wear & tear, the cost for repair/rectification/replacement will be borne by the tolling agency in case misuse/mishandling is established by concerned AM-IT.

- 15) To strictly follow and abide by the guidelines/rules issued by Indian Highway Management Company Ltd. (IHMCL), NHAI, GoR or any other State or Central Government undertaking with regards to the implementation, operation & maintenance or general guidelines regarding FASTag or any such other technology that may be introduced by the State or Central Government for toll collection without raising any dispute in this regard.
- 16) The repair of the road section at the User Plaza site will be the responsibility of the RIDCOR, however cleaning of the road section within 500m of either side of plaza is responsibility of the Agency.
- 17) All incidental expenses needed for smooth functioning of toll operations.
- 18) Standby Diesel Generator for power supply shall have to be arranged by the Agency in case of emergencies with prior intimation to the concerned Project Manager/Head-Tolling/APM so as to ensure uninterrupted and smooth tolling operations. It's hire charges on actuals will be reimbursed to the Agency. The Agency shall be responsible for undertaking routine maintenance of assets of toll plaza & building and shall be responsible for repair/replacement in case of damage during operations. No diesel or other inflammable POL shall be stored at the plaza without adequate safety measures. The Agency shall be solely responsible for any accident that may occur if such fuels are stored without required safety measures.
- 19) Maintenance of Computers and its peripherals including printers, other electronic/electrical items available in booths/plaza building like fans, lights, submersible water motor etc. shall be in scope of the Agency, who shall be responsible for repair/replacement in case of any damage during operation well within the suitable time. The Agency shall inform the Authority about any such repair/replacement.
- 20) To issue only a sequential serial number wise computer-generated receipt to vehicle operator in the form prescribed for the amount of toll collected.
- 21) To arrange collection of toll efficiently in such a manner that the traffic at the toll Plazas is not unreasonably detained resulting in blocking up of traffic and there shall be no complaints from passengers about undue waste of time or detention of vehicles for more than due time.
- 22) To use the toll Plaza only for the purpose of collection of toll and for no other purpose whatsoever failing which the contract will be liable to termination with consequential risk and cost to the Agency.
- 23) To submit details of toll collection (including toll collected in cash, if any and by ETC mode including FASTag, smart cards, etc.) & entire traffic data in respect of all the toll

plazas to RIDCOR daily on '[tollridcor@ridcor.in](mailto:tollridcor@ridcor.in)' or any other email ID that may be provided by the RIDCOR in this regard after award of contract and comply with the instructions of the RIDCOR as may be issued in that respect.

- 24) To ensure that the lanes remain operational as per the directions of Competent Authority of RIDCOR. However, for any technical reasons the lanes remain non-operational, such period of non-operation shall not be more than 2 hours in a day.

However, in a month if the period of non-operation of any lane is more than 10 hours, except for reason beyond the control of the Agency, the RIDCOR shall impose penalty of an amount of Rs. 500/- per hour per toll plaza. The amount of penalty imposed shall be recovered from the monthly amount to be paid to the Agency and no claim of whatsoever nature will be entertained by the RIDCOR in this regard.

- 25) To maintain complaint registers in the form prescribed in the Offer/Bid document and to submit reports regarding complaints received and compliance done or NIL report every month, if there are no complaints received in respect of all the toll Plazas
- 26) To ensure that manpower deployed at the toll plazas having essential qualification as mentioned in the bid document, is always available as per list provided in Schedule-I, which is bare minimum as estimated by RIDCOR.
- 27) Upon expiration or earlier termination of this contract, the Agency shall return the toll plazas to the RIDCOR in the same condition in which the toll plazas were handed over to the Agency. If the Agency fails to hand over the toll plazas as directed by the RIDCOR, the Agency will be liable to pay per day penalty which will be equivalent to double the daily amount payable to the Agency by the RIDCOR and the penalty shall be imposed till the toll plazas are handed over to the RIDCOR. The Agency in no manner whatsoever shall amend/change/redesign the toll plazas.
- 28) While handing over toll plaza peacefully as directed, the Agency shall give details of unpaid service charges, various taxes of Grampanchayat / Municipality / Corporation, if applicable. Agency will be responsible for maintenance and upkeeping of the toll plaza at his own cost. In case, there is any damage to any of the toll plazas & structures due to mishandling or any other fault on the part of the Agency /its employees/staff, the Agency shall be responsible to make it good and on its failure the Agency shall be liable to pay the cost of repairing the damage as determined by RIDCOR.
- 29) To pay to RIDCOR cost of making good the damage caused to the said toll plazas forthwith on demand. The cost of repair as worked out by RIDCOR shall be final and binding on the Agency.
- 30) To pay punctually, the various taxes of Grampanchayat / Municipality / Corporation, telephone charges, mobile phone charges, and water supply charges etc. payable in respect of consumption at the toll plaza to the respective authorities supplying such services, as they become due and payable and not to allow them to fall in arrears, for the entire period of agreement.
- 31) Not to overcharge or make or retain any secret profit or margin during collection of toll. To return balance, if any to the traveler in the form of currency notes / coins and not to retain it at all.

- 32) To permit the Officers duly authorized by the RIDCOR in that behalf at any time or times during the subsistence of this contract to enter upon any part of the toll plazas for the purpose of inspection or for any other legitimate purpose.
- 33) To give all required information and inspection of records to the authorized officers of RIDCOR regarding the collection of toll, if asked for.
- 34) In all respects to carry out and comply with the instructions or directions that may from time to time be given to him by the Competent Authority.
- 35) To provide to the staff working at the toll plazas uniform as specified by RIDCOR. The uniform shall consist of dark blue trouser & shirt of white/light blue, which shall necessarily bear the name of the employee & designation along with the name of the Agency. To provide to the staff Identity Cards duly signed and stamped both by the Project Manager, RIDCOR and the authorized person of the Agency.
- 36) To ensure local liasoning with administration/public representatives for smooth toll operations as and when required.
- 37) To ensure that complaint Registers & work order are kept at the toll collection plazas and both should be easily accessible at toll booths.
- 38) The Bidder specifically undertakes to unconditionally and strictly abide by all the instructions issued by RIDCOR from time to time in operational matters including on deployment of the personnel and on maintenance activities for 500 mtrs of road length on either side of the toll plazas.
- 39) The Agency undertakes the responsibility of the complete job of toll collection as per the scope of the contract to the full satisfaction of the RIDCOR.
- 40) The Agency shall comply with all instructions issued by RIDCOR from time to time.
- 41) The Agency undertakes the responsibility of the complete job of user fee collection, regular deposit of user fee collected in the designated bank of RIDCOR, maintenance of all records, maintenance of user fee collection account, maintaining the cleanliness of the user fee plaza and any other duty as may be assigned by RIDCOR from time to time. The Agency specifically undertakes the responsibility of collection and deposit of the full amount of user fee realizable (whether realized or not by the Agency) and any shortfall occasioned for any reason whatsoever will be made good by the Agency. For avoidance of doubt, the Agency shall be liable for (i) all violations whether reported to RIDCOR or not, where user(s) may not have paid the user fee and (ii) all wrong decisions in the matter of allowing an exemption or a concessional pass to a user.
- 42) The Agency shall be responsible for maximum recovery of user fee from any user and Authorized representative of RIDCOR is entitled to consider the exemptions based on merits of the case and historical trend/local site condition. ETC Revenue Losses are subjected to Toll Management System Provisions. SI (System Integrator) is responsible for ETC loses on account of BLT, Duplicate/ Cross Reading and other rejections.
- 43) Any excess recovered from booth operator(s) or any other person during any checking shall also be deposited in the account of RIDCOR on daily basis.

- 44) Any shortage observed during the checking shall be made good by the Agency on daily basis. The Agency shall make appropriate arrangement for management of the traffic at its own cost and shall ensure that no vehicle has to wait for more than 180 seconds at the user fee collection booth including in negotiating the exempt lane. All the lanes shall be kept open at all times.
- 45) The Agency specifically undertakes to unconditionally abide by all the instructions issued by RIDCOR from time to time on operational matters including on deployment of the personnel.
- 46) The Agency shall also submit such information in such format which would enable RIDCOR to submit information to appropriate authorities under the various laws applicable or otherwise required by RIDCOR.
- 47) The Agency shall ensure deposit of user fee at least on daily basis except on public holidays with the designated bank of RIDCOR ensuring full security at its risk during the transit. For any delay in depositing the said collected toll amount, the Agency will be liable to pay interest at the rate of 18% per annum on outstanding amount remained to be deposited. However, for delay beyond 7 working days, the contract will be liable to be terminated with consequential risk and cost to the Agency.
- 48) The Agency shall ensure refilling of fire extinguishers available at toll plazas, premise, building etc.
- 49) The Agency shall satisfy itself before start of the user fee collection regarding proper functioning of toll audit system, if any, at the plaza and any shortfall noticed after collection of user fee commences will be made good by him from his resources on monthly basis.
- 50) The Agency shall maintain 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/sweets/toffees, etc. instead of giving change for the balance amount to the road users. A placard shall be placed at all User Booths in the format enclosed at Schedule-IV for information of the road users. In case it is found during the surprise checks that the Contractor is giving namkeen/ coffee/ wafer packets/sweets/toffees in lieu of change, the Contractor is liable to pay penalty @ Rs. 1,000 /- per incident to the Authority.
- 51) The Agency shall also ensure to have system of counter checking over the performance of its own persons specially those who are (i) involved in collection of user fee in the booths and (ii) assisting the booth operators.
- 52) User Fee Plaza shall be used only for the purpose of collection of User Fee and not for any other purpose whatsoever. The main toll plaza building will be used only for the purpose of office and it will not be used for residential purposes. Penalty of Rs. 1,000/- per day per toll plaza shall be imposed in case violation of the same is found any day.
- 53) The Agency shall follow all procedures and documents in accordance with the extant policy in vogue for safety and environment at the plaza complex. The quoted amount is deemed to include all the requirements of the safety aspects and in case of any specific requirement mentioned by Project Manager/Tolling Head, RIDCOR, the contractor shall fulfill the same without any extra cost.

- 54) RIDCOR maintains safety related appurtenances/scrap/other goods related inventory in the toll plaza premises. Its custody and safety will have to be ensured by the Agency. In case any shortfall is verified with respect to the available/handed over inventory items, suitable recovery from the Agency shall be affected by RIDCOR and decision of the RIDCOR will be final and binding.
- 55) AMC of TMS with FASTag, AMC of DG, Stabilizers, UPS will be responsibility of RIDCOR and its cost will be borne accordingly.
- 56) General toilet and drinking water facilities will be allowed to be used by the highway users at toll plazas whenever asked for and the same shall be maintained at all times.
- 57) Agency is responsible for making suitable separate lane arrangements on both sides of the toll plaza for motor cycles, auto-rickshaws, cycles etc. so that FASTag operations are smooth with the desired efficiency.

## **II. Incident Management**

- 1) Route Patrolling, Corridor Management and liaison with local authorities and general public.
- 2) The Agency shall set up and maintain an Incident Management System (IMS) and supply regular incident statistics to RIDCOR.
- 3) Incident Management entails a set of co-coordinating activities initiated by the Agency when an incident (an extraordinary event resulting in the reduction of road capacity or creates a hazard for users) occurs, in order to minimize the effects of the incident and restore normal capacity and safety levels to all affected road facilities as efficiently as possible.
- 4) The Agency has to identify relevant agencies (e.g. rescue, fire, hazardous materials, traffic, police, ambulance, hospitals, alternative routes, cleanups, cranes etc.) and their representatives and to liaise with these representatives on behalf of the employer.
- 5) The incident management team shall be continuously available at the toll plaza on a 24-hour basis. The Agency shall maintain records of the details of all incidents (e.g. collision, hazardous material, breakdown, etc.). After occurrence of any major incident, resulting in multiple loss of life, significant periods of road closure or major route rehabilitation work, an incident debriefing report shall be produced and forwarded to RIDCOR within 24 hours.
- 6) Route Patrol Vehicle (RPV) shall be made available 24x7 by the Agency and type of vehicle shall be of Mahindra (Bolero Camper) or equivalent and Route Patrol Personnel (1 No.) & Helper (1 No.) will be provided by the Agency excluding the driver.

**Note:** The driver should be provided for 24 hours on vehicle. Hence, there should be minimum 2 drivers, 2 RPO, 2 Helpers on the vehicles. The Agency shall bear the cost of driver & Petrol, Oil and Lubricant (POL) and other related cost of the complete service upto 4000 Km in a month. It will be ensured that RPVs shall patrol at least 1 time every day on complete assigned road stretch. No payment for extra km is admissible upto a threshold limit of 10% as envisaged above. For additional travel

beyond this threshold limit, extra cost @ Rs. 10/- per km (plus GST as applicable) will be paid to the Agency, subject to proper justification and verification by the concerned RIDCOR Authorities. The Agency is liable for penalty @ Rs. 15/- per km (plus GST as applicable) in case travel of RPV during the month does not cross 3600 Km per month (90% of the estimated travel during the month). Daily trip of the RPV shall be verified by RIDCOR through GPS tracking.

- 7) The ambulance (Category-1) vehicle shall be made available for 24x7 and type of vehicle shall be Tempo Traveler or equivalent preferably white color with the provision of two stretchers, fitted with rotating light for easy recognition, with RIDCOR name and emblem painted prominently on sides, back and front, together with control center help numbers, the ambulance is required to have the following medicines and equipment's and also the paramedical staff (1 no.) excluding driver:
  - i) Folding Doctor Seat with Belt with adequate height in relation to the stretcher, Antistatic, water proof ply board vinyl/flooring, Channel/Locking system for rolling stretcher, High intensity blinkers, light bar/siren/beacon, Electronic siren with Public Addressing System, Internal lighting with three spot light embedded in ceiling, AC/DC connection and outlet points, Wash basin with Stainless Steel Tank, SS Trash bin Cabinet integrated with interiors, Head racks and cupboard, Attendant seat with seat belt to double as second stretcher for stable patients, Provision for communication system where the location of ambulance can be located, Provision for fog light on sides, Cool/Warm boxes, Provision of Fire Extinguishers, Handheld Spotlight, Inverter with the facility re-charging from 220 V AC and Vehicle's alternative. Oxygen delivery system comprising of Cylinder Trolley, pressure tubing with regulators, Roof mounted Air conditioner with appropriate cooling capacity with additional blower for Patient Cabin, Extrication equipment and Good Suspension to cater for smooth transportation.
  - ii) Basic Life Support System Automatic loading stretcher, Scoop stretcher, folding stretcher, Spine board full, Vacuum splint kit/foldable splints, C-Collars, Oxygen Cylinder with accessories mounted/with manifold and pressure indicators, Oxygen Cylinder (aluminum portable), BP Instruments (Wall Mounted-Aneroid), Stethoscope, Automatic defibrillator, Resuscitation bag (ambulance bag, laryngoscope, airways and mask of different size including pediatric), Manual foot operated suction pump. I.V. Fluid and I.V. Sets, Tourniquet, First-Aid Box (Dressing material/Antiseptic lotion/Analgesic etc.), Linen/Blanket, and Laryngeal mask airway of all sizes.
  - iii) The paramedical staffs are required to have a registration certificate for practicing from PMCI and wear proper uniform and name of the person written on the uniform.
- 8) The ambulance (Category-2) shall be made available 24x7 and type of vehicle shall be Mahindra Bolero or equivalent equipped with medical equipment like Oxygen Cylinder, First Aid etc. along with trained nursing staff (1 No.) excluding driver.

**Note:** The driver should be provided for 24 hours on vehicle. Hence, there should be minimum 2 drivers & 2 trained Nursing Staff on the Ambulance vehicles. The Agency shall bear the cost of driver & Petrol, Oil and Lubricant (POL) and other related cost

of the complete service upto 1500 km in a month. No payment for extra km is admissible upto a threshold limit of 10% as envisaged above. For additional travel beyond this threshold limit, extra cost @ Rs. 10/- per km (plus GST as applicable) will be paid to the Agency, subject to proper justification and verification by the concerned RIDCOR Authorities. Its movement will be verified by RIDCOR through GPS tracking.

- 9) The Driver of the Patrolling/Ambulance Vehicles should have permanent valid driving license issued by the Regional Transport Officer. All the personnel including drivers should be in proper uniform, and well behaved. For violation of not being in Uniform as prescribed by the Authority for any personnel including drivers/RPO/Helper/Nursing Staff will attract a penalty of Rs. 200/- per day for each personnel.
- 10) Hydra Crane shall be provided with the capacity of at least 15 tonnes along with driver, fuel etc. on call basis or as per directions of RIDCOR. The Agency has to provide the hydra crane 24x7 on PR & HK packages and on SOS basis on other packages within 1 hour after receiving directions from the concerned official or Control Room of RIDCOR.
- 11) The patrolling/ambulance vehicles should be of the year 2020 or later and should be fit for undertaking journey. The necessary amendment/ modification in the patrolling/ambulance vehicles has to be got done by the Agency. In case vehicle deployed by the Agency of the year older than 2020, penalty of Rs. 5,000/- per month shall be levied and the same shall be deducted from the monthly bill of the Agency.
- 12) Agency has to remove the driver/personnel within 24 hours & provide replacement in case Project Manager/Authorized Representative, RIDCOR is not satisfied with the working/ behavior of the driver/Agency. In case of non-compliance of the same or any other reason, the vehicle will be discontinued and Director/Manager, RIDCOR reserves the right to engage any other Agency on the same terms & conditions and the expenses for the same shall be borne by the Agency. The Agency will keep a record of the removal of accidental/damaged vehicles.
- 13) The Agency will keep a record of the removal of accidental/damaged vehicles by taking a dated photograph of the same and will submit the report on monthly basis to the RIDCOR /Employer/Project Manager.
- 14) The Agency shall attend all accidents on the project road stretch. The Agency is responsible to ensure/call/arrange crane/hydra/JCB or any other machinery round the clock in order to remove accident vehicles to keep the lanes open to traffic & clean the carriageway on entire project highway including removing & disposing dead animals etc. due to accident, cleaning of carriageway resulted due to incident of seepage of any hazardous material / dumping of any dangerous material such as sand, stones boulder etc. on carriageway which may cause any accident. Agency is also responsible to coordinate with Police Department / Fire Department /District administration etc. and shall immediately report any such incident to Project Manager/Tolling Head, RIDCOR or his representative in writing or through his authorized email in order to provide relief in such case. If Agency fails to remove the dead animals/birds from the carriageway as per the instructions by representative of RIDCOR, he will be levied a penalty of Rs. 2,500/- per such incident.



- 15) The Contractor shall send to the Authority, by facsimile or e-mail, a report stating accidents and unusual occurrences, as soon as these occur, on the Road Section for which user fee is collected by the contractor relating to the safety and security of the users and Road Section. A monthly summary of such reports shall also be sent within 7 days of the closing of each month. For the purposes of this Clause 5, accidents and unusual occurrences on the Road Section shall include:
- (i) death or injury to any person;
  - (ii) damaged or dislodged fixed equipment;
  - (iii) any obstruction on the Road Section, which results in slow down of the services being provided by the Contractor;
  - (iv) disablement of any equipment during operation;
  - (v) communication failure affecting the operation of Road Section, smoke or fire;
  - (vi) flooding of Road Section; and
  - (vii) any other unusual event

The contractor shall submit such other relevant information as may be required by the Authority including registration number of the vehicles involved in the accident.

The Contractor has to abide legally with all the requirements of the contract agreement and he shall be solely responsible for any unlawful activity, default/breach of the contract.

- 16) The Agency is required to provide 24 hrs. per day route patrol vehicles to assist the road users of the highway, to provide information, feedback and perform functions in relation to incident management. To achieve this, the Patrol vehicles should be fully equipped as well as the patrol persons should be adequately trained in traffic management, road safety and primary first aid.
- 17) Patrolling Vehicles should be (white color), having sufficient rear space for the required equipment storage, fitted with high intensity red & blue blinker along with light bar mounted on top of the vehicle, having provision of fog light, beacon lighting – white color flashing light mounted at top of the vehicle, and painted with a unique color pattern for quick recognition, with the RIDCOR name and emblem painted prominently on sides, back and front, together with the Control Centre and Help line numbers.
- 18) Patrolling Vehicle should have General Surveillance Equipment in working condition like white color high intensity torch lights, Orange reflective safety jacket and safety helmets, reflective flags, beacon light, whistle, First Aid Box, Safety cones & tapes, safety sign boards, fire extinguisher etc.
- 19) As a minimum, each patrol vehicle should carry sufficient communication equipment to render its staff capable of direct communication with the incident Management team available at toll plaza/control center of RIDCOR.
- 20) The team which is to be deployed with each patrol vehicle needs adequate training for their tasks, especially in first aid, incident management, vehicle maintenance and minor repairs. The Agency must employ sufficient manpower to work in shifts for each patrol vehicle.

- 21) All the Route Patrol Vehicles and Ambulance should have Vehicle Tracking System (i.e. GPS) as per guidelines issued by RIDCOR.
  - 22) The remote access (web-based interface) to be given to RIDCOR for real-time monitoring of the vehicles. At the end of each month, the Agency shall submit the details to RIDCOR.
  - 23) The Agency shall provide Emergency telephone number to coordinate with Route Patrol Vehicles, Ambulance, etc. in case of emergency/ accident.
  - 24) All Vehicles to be provided by the Agency and to be available 24X7 at project. All cost related to operation and maintenance, all-inclusive like Road Tax, vehicle insurance, third party insurance, etc. complete shall be borne by the Agency.
  - 25) The personnel deployed on RPV shall also be responsible for encroachment prevention and ensure that no unauthorized access is created from the highway.
  - 26) It will be duty of the RPV team to ensure security of all highway assets and inform RIDCOR/ (concerned Project Manager/ Project Engineer/APM) regarding flooding, potholes, theft, damages, any safety concerns etc. on regular basis for efficient and smooth traffic movement on the highway.
6. Shift wise assignment of duties to the staff (deployed by the Agency) at the Fee Plaza / User Fee Collection Booths will be concurred by Assistant Plaza Manager (APM) of RIDCOR for the round the clock supervision of the Toll Plaza / Booths activities on weekly basis in advance. RIDCOR will have over riding powers in respect of duty roaster/removal of staff, if required.
  7. Deleted
  8. RIDCOR can exercise any checks / control, either directly or through its authorized representatives as and when needed, to ensure discharge of various obligations of the Agency not limited to the following.
    - a. Correctness of the fee collected from road users as prescribed.
    - b. Issue of proper receipts to all vehicles with registration number, booth number, date and time of passing of vehicle. ETC Mechanism to be properly adopted for effective collection of User Fee.
    - c. Maintenance of proper registers including those relating to collection of fees from different types of vehicles.
    - d. Upkeep of the Fee Plaza including water and lighting and its functioning in good condition.
    - e. There is no undue delay in clearance of the traffic due to operational procedure and
    - f. User fee collection audit and toll system audit
    - g. Any other check or control as considered appropriate by RIDCOR either directly or through its authorized representative.
  9. The Agency has furnished performance security in the form of Bank Guarantee/Demand Draft/FDR/RTGS drawn on the Road Infrastructure Development Company of Rajasthan Ltd. at Jaipur for an amount of Rs. \_\_\_\_\_. The said security amount shall not bear any interest and shall be refunded either within 30 days of the completion / closure of security

services subject to settlement of all the accounts by the Agency. RIDCOR shall also be competent to utilize the security amount against any shortfall/leakage detected or any penalty levied by RIDCOR at any time and in that event, the Agency shall immediately but not later than 7 days of the date of intimation, replenish the said security deposit failing which the said security deposit shall be replenished from any other amount due and payable to the Manpower Agency. RIDCOR shall also be competent to utilize the said security deposit against any loss or damage caused to the property of RIDCOR by any act of omission and/or commission of the Agency or its personnel.

10. The Agency shall maintain proper books of account, records and document and comply with all statutory, rules and regulations which are / shall be applicable to it or its employees employed by it and shall produce them to RIDCOR as and when required by it. It is undisputedly agreed that all the statutory compliances related to PF, Labour Laws, ESI, workmen compensation, insurances etc. shall be responsibility of the Agency for which CA certificate shall be submitted along with monthly bills and RIDCOR shall not be liable in any case. RIDCOR will release only 80% payment to Agency in case proofs of such compliances are not submitted along with the Bill and remaining 20% payment shall be released after submission of such proofs of these compliances.

RIDCOR reserves the right to appoint independent auditor/auditing firm for verifying various compliances in any quarter at the level of Agency, fee of which shall be borne by RIDCOR. If, the default involving non-compliance of statutory provisions is found, penalty @ 3 times amount on default amount of each non-compliance shall be imposed upon the Agency and payment shall only be released after fulfilling such statutory compliances and the penalty amount shall be deducted from the corresponding bill. The Agency shall raise monthly invoices on or before the 7th day of the succeeding month for payment, for the engagement rendered by it in the form as may be prescribed by RIDCOR.

11. The Agency shall alone be responsible for the payment of wages, Provident fund, ESI as may be applicable and all other statutory payments/ legal dues payable to its employees deployed under this Agreement, from time to time and at all times, during the currency of this Agreement.
12. The Agency shall comply with the provisions of all statutes, rules and regulations applicable to its employees including, but not limited to the Minimum Wages Act, the Employees State Insurance Act, Employees Provident Fund and Miscellaneous Provisions Act, Payment of Bonus Act, Contract Labour (Regulation and Abolition) Act and all other applicable labour enactments. The Agency shall be responsible to produce all relevant documents/details/receipts etc., in this connection to RIDCOR as and when called upon by RIDCOR to do so. In the event if the Agency fails to comply with any of the provisions of the Statutes applicable to them, and if RIDCOR happens to incur any expenditure including but not limited to defend any litigation or in compounding the default on the part of the Agency in complying with the said provisions, the Agency shall indemnify RIDCOR, to the extent of such expenditure and all other damages, losses as may estimated by RIDCOR, and RIDCOR shall have the right to recover any such sum from the payments to be made by RIDCOR to the Agency or may take appropriate action to recover from the Agency.
13. The Agency shall ensure that the services rendered by its employees are to the satisfaction of RIDCOR. RIDCOR shall have right to ask for replacement of any or all of the employees so deployed by the Agency, in the event RIDCOR finds the said personnel of the Agency, not meeting the requirements or not up to the satisfaction of RIDCOR on any account.

14. The Agency shall ensure that the attendance of all the employees is required to be marked in biometric attendance machine, as available at the toll plaza. It may be noted that the eligible monthly contract amount will be released on the basis of verification through biometric attendance of the deployed manpower by the Agency in accordance to Schedule-I.
15. The Agency, its supervisors, its employees and anyone acting under the Agency for the purpose of this Agreement shall maintain strict confidentiality of the information belonging to RIDCOR that may have come into its/their possession or knowledge because of their engagement rendered by them under this Agreement. Such information shall not be divested or disclosed to any third party under any circumstances whatsoever without obtaining prior written approval from RIDCOR.
16. The Agency shall ensure that its employees, while working on any of the premises, sites and locations of RIDCOR and/or while carrying out their obligations under this Agreement, observe all required standards of cleanliness, decency and decorum, safety and general discipline, as may be instructed by RIDCOR from time to time.
17. The Agency shall not issue or release for publication of any articles or advertisements or publicity matter relating to the work carried out under this Agreement without the prior written permission of RIDCOR.
18. The Agency covenants and agrees that it shall not use any of the trademarks, trade names, property or merchandise marks or trade dresses owned, used or licensed by RIDCOR as any part of its corporate, firm or business name(s), or mark(s) or trade dressers without any written permission from RIDCOR.
19. The Agency shall not hold itself out as associated with RIDCOR in any manner other than for the purposes of rendering the engagement under this Agreement.
20. The Agency shall be responsible for any and all losses, damages caused to any equipment, installation, etc., of RIDCOR because of any act of negligence, commission or omission of its employees.
21. The Agency shall indemnify and keep fully indemnified RIDCOR, its Officers and employees from and against all claims, demands, actions, suits and proceedings whatsoever that may be brought or made against RIDCOR by on behalf of any person, body, Company, whomsoever and all duties, levies, penalties, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatsoever nature which RIDCOR may now or hereafter be liable to pay, incur or sustain by virtue of as a result of any act of negligence, commission or omission in the course of work under this Agreement and/or any breach or violation of the terms and conditions of this Agreement. The Agency agrees that RIDCOR shall without prejudice to any other right, be entitled to deduct from any payments/amount due and payable by RIDCOR to the Agency any such duties, levies, penalties, taxes, losses, damages, costs, charges and expenses etc. Notwithstanding anything contained in this Agreement or elsewhere in connection with the Agreement, the maximum aggregate liability of the Agency pursuant to any covenant and/or any indemnities under no circumstances shall ever exceed the total amount of the fees received by the Agency as on the date of raising of such claim by the Authority.
22. The Agency shall, without limiting to his obligations and responsibilities under this Agreement, insure and keep insured its personnel, vehicles etc. so deployed under this Agreement against all liabilities for death or injury whatsoever, on account of any accident in the course of

performing his/her obligations under this Agreement or otherwise at all times during the currency of this Agreement. RIDCOR shall not be responsible and be held liable for any such death, injury or accident to the employees and all other personnel deployed by the Agency. In the event RIDCOR is made liable to pay any damages or compensation in respect of such employees, the Agency hereby agrees to reimburse such damages or compensation on demand from RIDCOR.

23. The Agency undertakes that all the personnel deployed by it for carrying out the work under this Agreement shall be its own employees and under no circumstances and on no account the employees of the Agency shall be construed or deemed to be the employees of RIDCOR. The Agency agrees to and shall indemnify and keep indemnified RIDCOR against any such claim/demand as may arise from time to time, including the costs and expenses incurred in defending or resisting the same. It is hereby declared that the Agency is for the purposes of this Agreement an independent contractor and all the persons employed or engaged by the Agency in connection with its obligation under this Agreement shall be employees of the Agency. The Agency shall not do anything whereby any employee of Agency can, in law or otherwise claim or enforce, as against RIDCOR the relationship of employer and employee or of master and servant or of any relationship similar thereto. It is expressly understood that a principal-to-principal relationship exists between the Agency and RIDCOR and that the Agency is not an agent of RIDCOR.
24. It is agreed that, RIDCOR shall at its sole and absolute discretion, be entitled to terminate this Agreement forthwith by a written notice without mentioning any time period and without any payment or compensation, damages or otherwise, whatsoever, if:
  - a. in the opinion of RIDCOR, (which shall not be called in question by the Agency and shall be binding on the Agency) the Agency fails or refuses to implement this Agreement to the satisfaction of RIDCOR.
  - b. The Agency commits a breach of any of the term and conditions of this Agreement.
  - c. The Agency or its proprietor/s /partner/s as the case may be is adjudged as insolvent.
  - d. There is any variation in the constitution of Agency without knowledge of RIDCOR.

It is also agreed that RIDCOR may terminate this agreement anytime without assigning any reason by giving a notice of 30 (thirty) days in normal circumstances and no compensation shall be paid to the Agency by RIDCOR.

25. The Agency shall have the right to terminate this Agreement on 30 (thirty) day's notice in writing to RIDCOR if it deems fit to terminate on any reasons.
26. On the expiration of this Agreement or any earlier determination hereof as contemplated herein, the Agency shall forthwith remove all its employees and such other personnel deployed in RIDCOR work and they shall be deemed to be trespassers and on their failure to leave RIDCOR's premises upon notice from RIDCOR to that effect RIDCOR shall be entitled to remove them from and prevent from entering RIDCOR's premises/sites/locations. The costs and expenses incurred by RIDCOR thereof shall be borne by the Agency.
27. The benefits and obligations of this Agreement shall not be directly or indirectly assigned or dealt with by the Agency without prior consent in writing from RIDCOR.
28. RIDCOR shall be entitled to enter into similar Agreements with any other party/agency during the currency of this Agreement and the Agency shall not have any objection. The Agency &

the man power deployed by it shall work together with proper co-ordination for the intended purpose and as directed by RIDCOR, with the personnel deployed by the another / other Agency / Agencies as approved by RIDCOR if any, for the purpose of User collection at the Plaza.

29. In the event of any one or more of the provisions of this Agreement is/are held to be unenforceable under law, such unenforceability in so far as it is severable shall not affect any other provisions of this Agreement. The parties shall negotiate in good faith to replace the unenforceable provision/s by such as has the effect nearest to that of the provisions being replaced.
30. If by an Act of God or an Act of State or whatsoever beyond the capacity or competence or power or control of the parties herein, the operation in the RIDCOR's work site becomes not possible and thereby the terms of this Agreement could not be given effect to, RIDCOR shall not be held liable for any payment as agreed upon under these circumstances and if the resumption of operation is not possible in the opinion of RIDCOR, then in such a situation RIDCOR may at its option resort to terminate this Agreement forthwith. In such an event as contemplated above, the parties shall not have any claim against each other on this account and this Agreement shall be treated as closed on mutual consent.
31. Each of the parties hereby agrees to execute and deliver such further and other Agreement, assurances, understanding, acknowledgements or documents, as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.
32. Subject to the restriction on assignment and transfer herein contained, this Agreement shall ensure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, and permitted successors and assigns.
33. Both the parties consented herewith for making alternations / amendments / corrections of any clauses of this Agreement as that may be required by RIDCOR during the existence of the Agreement, with mutually agreed terms and conditions and a supplementary agreement can be drawn for this purpose.
34. **INSURANCE:**
  - (i) The Agency shall indemnify the Authority and arrange adequate insurance to cover each of its personnel deployed against any type of accidents, for all the assets owned by the Agency and cash in booth, cash in chest, and cash in transit. The Agency shall also undertake third party liability / fidelity insurance against any kind of loss incurred to any third party attributable to the Agency and its obligation. The expenditure incurred for procuring such insurance shall be borne by the Agency alone. The Agency shall be solely responsible for complying with all the provisions of the Workmen Compensation Act, 1923 and labour laws applicable. The Agency shall submit copies of the insurance covers to RIDCOR within one month of commencement of the contract. In case, the Agency does not take the adequate insurance cover as above, then the Agency shall be liable for a penalty of Rs. 1,000/- per day after 30 days from the commencement date till the default is made good.
  - (ii) The Authority shall take adequate Insurance cover at its own cost, for all the properties handed over to the Agency for comprehensive risk.
35. The Agency shall provide the police verification of all the employees/personnel engaged at toll plazas within 1 month of their deployment.

36. The personnel deployed shall necessarily wear Uniform and ID Card indicating name of the individual and name of the Agency.
37. The Agency shall ensure to record all vehicles whether exempted/ pass holders etc., passing the plaza subjected to Toll Management system architecture provided.
38. RIDCOR shall provide such infrastructural facilities and other items, as may be considered appropriate by RIDCOR pursuant to this contract. However, provision of consumables/ Miscellaneous and stores / repair & maintenance of such facilities & other items shall be the responsibility of the Agency.
39. The Agency shall make necessary arrangements for power/ lighting to ensure proper working of the fee plaza including various office equipment installed, maintaining and running all electric arrangements and stand-by generator (if required) along with electric lighting and bearing all expenses by the Agency thereon during the entire period of the Contract and paying punctually electricity charges in respect of the Fee plaza / Booths as they become due and payable during the period of this Contract. Actual expenses incurred by the Agency for the same will be reimbursed by RIDCOR upon certification of it's authorized representative.

40. **RIGHT OF INSPECTION:**

- (a) In order to ensure smooth functioning of the Toll Plaza, manpower for round the clock supervision of the plaza activities will be deployed by RIDCOR.
- (b) RIDCOR reserves the right to inspect, check or surprise check the activities of the Agency by conducting various assignments like noting down registration number of vehicles crossing the plaza for the purpose of verifying them from the vehicle crossing report to be generated crossing the plaza as decoy customer, continuous observation of plaza activities for a particular period, surprise cash verification or any other checks as considered necessary either at Head office or Project Manager, RIDCOR level to monitor or ensure that all the activities enunciated are being carried out properly by the personnel deployed by the Agency. The Agency shall not be made part of any discreet observations. The findings of the above checks will be binding on the Agency.

During the Contract Period, RIDCOR reserves the right to temporarily take over all or any function(s) of the user fee plaza (i) deploying its own personnel or (ii) entrusting to any other agency and deploying their personal or (ii) a combination thereof. During such temporary take over, RIDCOR reserves the right to replace or continue the personnel deployed by the Agency for the function (s) taken over.

- (c) The Agency shall ensure to keep such record of inspections including a register, as per Performa prescribed by RIDCOR.
- (d) RIDCOR can exercise any checks / control, either directly or through its authorized representative, to ensure discharge of various obligations by the Agency under the Contract not limited to following:
  - i) Correctness of the user fee recovered from users as prescribed;
  - ii) Issue of proper receipts to all Vehicles with registration number;
  - iii) Maintenance of proper registers including those relating to collection of user fees from different types of vehicles;
  - iv) Monthly Remittance of amount due by the Agency;

- v) Upkeep of the User fee Plaza including drinking water and lighting & regular cleaning of toilets and its running in good condition;
- vi) Proper arrangement for lighting and water; toilet facility for highway users;
- vii) There is no undue delay in clearance of the traffic due to operational procedure;
- viii) There is no long queue at the user fee collection booths;
- ix) Any other check or control as considered appropriate by RIDCOR either directly or through its authorized representative; and
- x) Upkeep and proper handling of TMS equipment.

**41. PENALTY**

RIDCOR will be conducting various checks on collection activities through its own officers/staff and independent empaneled agencies overtly as well covertly. The specific purposes of such checks will be to know whether the collection Agency is collecting the toll from every toll able vehicle as per prescribed rates and complying with all provisions of the contract as well as directions issued from time to time in this regard. In case of default, penalties will be levied as per following provisions.

- A. For non-deployment of requisite manpower and excess leaves (beyond one day weekly off per week in a month) taken by various employees/personnel deployed at toll plaza, per day penalty shall be imposed as under:

S. No.	Manpower Category	Per day penalty for Non-deployment			Per day deduction for excess leaves beyond admissible weekly off
		Penalty for 6th & 7th day (per day)	Beyond 7 days upto 15 days (per day)	Beyond 15 days (per day)	
1	Operation Manager	1,400	2,100	2,800	1400
2	Assistant Plaza Manager	1,100	1,650	2,200	1067
3	Shift-in-charge	750	1,125	1,500	733
4	MIS	700	1,050	1,400	667
5	Electrician	500	750	1,000	500
6	Toll Collector	450	675	900	407
7	Traffic Marshall	450	675	900	407
8	Peon	300	450	600	300
9	Sweeper	300	450	600	300
10	Route Patrol Officer (RPO)	500	750	1,000	500
11	Nursing Staff	500	750	1,000	500
12	Driver	500	750	1,000	407
13	RPV Helper	300	450	600	300

**Note:**

1. Attendance of all the employees shall be verified through biometric attendance machine available at the toll plaza.
2. All the compliances like PF, ESI etc. shall be complied by the Agency and 80% payment shall be released initially and remaining 20% payment shall be released upon submission of proofs of the compliances.



3. At least 90% attendance will be maintained by the Agency otherwise it may attract action as stipulated in contract agreement at the sole discretion of the Authority.
  4. In case of exigencies requiring additional manpower due to enhanced traffic at any of the toll plazas, RIDCOR reserves the right to permit additional manpower in the form of TC/Traffic Marshall @ Rs. 400/- per day plus GST at the sole discretion of RIDCOR with prior competent approval.
- B. For non-deployment of incident management vehicles, per day penalty shall be imposed as under:

Type of Vehicle	Penalty upto 7 days (per day)	Beyond 7 days
Route Patrol Vehicle (RPV)	3,000	Vehicle will be made available by RIDCOR on market rate and cost of the same shall be recoverable from monthly Bill of the Agency with 20% additional service charge.
Ambulance (Category-1)	5,000	
Ambulance (Category-2)	3,000	
Hydra Crane	5,000	

- C. If the toll plaza staff does not wear the prescribed Uniform during his complete duty hours, a penalty of Rs. 200/- per person per day.
- D. In case of vehicles crossing the plaza without receipt/proper receipt by paying less or nothing than the prescribed user fee are detected during any type of checks, the penalties are to be levied as under:-
- (i) Penalty @ 10 times of loss of revenue per default crossing (crossing by paying less, involving misappropriation of money).
  - (ii) Penalty @ 10 times of loss of revenue per default (crossing by paying nothing, which does not involve misappropriation but carelessness)
  - (iii) For missing vehicles (vehicles not found in the server) - penalty @ 50 times of loss of revenue will be levied.
  - (iv) If the per day default involving misappropriation of money is more than 15% of the daily amount, the agency may be terminated in addition to imposition of penalty subjected to conditions.
- E. For shortage or excess observed during checking of any person in the user fee plaza including such personal cash not declared in writing in advance, 10 (ten) times of such short or excess amount found from each individual checking of a booth or a person, excluding such cases where amount of shortage or excess is less than three times of lowest journey ticket, will be charged as penalty.
- F. The Agency shall be liable to a minimum penalty of Rs. 5,000/- which may extend to Rs. 25,000/- per day having due regard to the loss of revenue suffered by RIDCOR due to some regular diversion of traffic through use of a public road or a private property whether or not existing on the date of commencement of collection of user fee, not informed by the Agency to RIDCOR.
- G. If, the RIDCOR is satisfied that exemption or concession available to an otherwise eligible user for whatsoever reason, has been denied, the Agency shall be liable to pay 10 (Ten) times of the value of user fee charged as penalty.

- H. For non-performance of any of the obligations of the Agency under the Clause 5, a penalty of Rs. 10,000/- per incident of failure unless specifically provided elsewhere for specific failure of performance, shall be levied in addition to the recovery of the loss incurred/estimated to incur, if any, by the RIDCOR. Decision of the RIDCOR shall be final and binding in the matter.
- I. During any continuous observation study assignment:-
- (a) Increase or decrease in user fee collection up to 5% is considered normal if there are factors like festivals, extended holidays, seasonal fluctuations, strikes etc. If average collection during study period in comparison to average collection of corresponding period in the preceding weekdays shows excessive increment i.e. more than 5%, then RIDCOR will impose a penalty of 5% of average daily user fee collection or twice the actual excess amount whichever is higher during the study period, if there is no proper justification which is agreed by RIDCOR.
- If, average collection during study period in comparison to average collection during corresponding preceding weekdays is more than 10%, contract will be terminated in addition to imposition of penalty, if there is no proper justification which is agreed by RIDCOR.
- (b) For missing vehicles (vehicles not found in the server) - penalty @ 50 times of loss of revenue will be levied.
- (c) If it is noticed/ recorded by Lane specific cameras or any CCTV system installed at the plaza that vehicles have been allowed to cross the plaza without proper receipt knowingly just to avoid increase in collection, collection Agency will be terminated immediately and the performance guarantee will be forfeited.
- J. The penalty as per clause (A) to (F) is leviable on checks carried out by RIDCOR or any other agency authorized by the RIDCOR.
- K. The above penalty provisions may be invoked even if any default is found after closure of the Contract.
- L. Without prejudice to the rights of the RIDCOR to levy penalty, RIDCOR may in its sole discretion also be entitled to terminate this Contract on occurrence of any of the events for which penalty is leviable. Director/Manager/Head-Operations/Tolling Head, RIDCOR is authorized to relax/waive off the penalty based on merits of the case and justification.

#### 42. **TERMINATION:**

- (1) RIDCOR may terminate the Contract for breach or non-observance of any of the terms and conditions of this Contract or for any misconduct on the part of the Agency or his personnel or for overcharging of user fee from a user, or for harassment of any user of the said Section of RIDCOR.
- (2) RIDCOR shall be entitled to terminate this Contract at any time without assigning any reason(s) after giving 30 (thirty) days prior written notice to the Agency and in that event, the User fee Agency shall not be entitled to any claim, or any compensation whatsoever on account of such termination.

- (3) The Agency may terminate the Contract by giving 30 (thirty) days prior notice in writing to RIDCOR. In such event, the performance security deposited by the Agency shall be forfeited as under:
  - (i) Within 6 months of execution of Agreement – Whole Performance Security
  - (ii) Beyond 6 months of execution of Agreement – 75% of Performance Security
- (4) Termination of this Agreement (a) shall not relieve the Agency or RIDCOR of any obligations hereunder which expressly or by implication which survives Termination hereof, and (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such termination.
- (5) The collection Agency will be liable for termination without any prior notice, if found involved, to the satisfaction of RIDCOR, with or without in connivance of any other agency involved in user fee collection activities, in tampering with the collection system (manual or electronics) with the purpose of making unlawful gains and misappropriation of RIDCOR revenue. This may also lead to filing of criminal proceeding against the Agency involved.

43. **STANDING EMPOWERED COMMITTEE FOR SETTLEMENT OF DISPUTES:**

If any question, difference, dispute or objection whatsoever shall, arise in any way in connection with or arising out of this instrument or the meaning of operation of any part thereof or the rights, duties or liabilities of either party, then save in so far as the decision of any such matter as herein before provided for and been so decided, every such matter constituting a total claim of Rs. 1 lac or above whether its decision has been otherwise provided for and whether it has been finally decided accordingly or whether the contract should be terminated or has been rightly terminated, and as regards the rights or obligations of the parties as the result of such termination shall be referred for decision to the Empowered Standing Committee which would consist of the following:-

- (i) Director, RIDCOR
- (ii) Sr. Vice President, RIDCOR
- (iii) Head-Operations, RIDCOR
- (iii) VP (F)/CFO, RIDCOR
- (v) Tolling Head, RIDCOR
- (vi) Company Secretary, RIDCOR – Member Secretary
- (v) Project Manager concerned

The contractor can file the claim within 21 days of occurring the event/ incidence/dispute.

The Project Manager on receipt of application along with the nonrefundable prescribed fee (the fee would be two percent of the amount in dispute not exceeding Rs. One Lac plus GST) from the contractor, shall refer the dispute to the committee within a period of 28 days from the date of receipt of application. The committee shall hear the contractor and decide the issues within a period of 45 days from the date of reference to the committee.

44. **ARBITRATION:**

- (a) In case any dispute is not resolved by the dispute resolution committee within the time period stipulated above, then all disputes and/or difference 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 (as amended from time to time) and amendments thereof. The panel of Arbitral Tribunal shall consist of
- (i) Independent Engineer (appointed by GoR as per the PDA);
  - (ii) Independent Auditor (appointed by GoR as per the PDA); and
  - (iii) one arbitrator nominated by the Contractor

The Independent Engineer shall be the presiding arbitrator. The award made and published in pursuance of such Arbitration proceedings shall be final and binding on both the parties.

- (b) The proceedings of the Arbitration shall be held in English language and shall be held at Jaipur or such place as may be decided by the Arbitral Tribunal. The award of the Arbitration shall be final and binding on both the parties to the Contract.
- (c) Pending resolution of any dispute pursuant to Arbitration, under all circumstances the Contractor shall continue to perform as per contract and continue to remit the agreed installments of money to the Authority as prescribed in this Contract including when the dispute is about the amount to be remitted.
- (d) **Governing Law and Jurisdiction:-** The contract Agreement shall be governed by and construed in accordance with the laws of India and the Courts at Jaipur shall have the exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the contract Agreement

45. The Terms & Conditions of the Bid Document forms the part of Agreement.

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

**For and on behalf of RIDCOR**

**For and of behalf of M/s \_\_\_\_\_**

(Signature)

(Signature)

**Name:**

**Name:**

**Designation:**

**Designation:**

**Place:**

**Place:**

**In the presence of**

1. Signature:

1. Signature:

Name:

Name:

Address:

Address:

2. Signature:

2. Signature:

Name:

Name:

Address:

Address:

***\* Agency must affix its seal.***

# Schedules

## Schedule-I

### Details of Lot-wise Minimum Manpower Required at toll plazas of RIDCOR Roads

#### Phalodi-Ramji Ki Gol Road (PR) (Lot-1)

S. No.	Manpower	Phalodi-Ramji Ki Gol Road (PR)				Total Nos. of Manpower
		Kolu Pabuji	Kelan Kot	Bhooka Bhagat Singh	Naya Nagar	
1	Operation Manager	1				1
2	Asstt. Plaza Manager	1	1	1	1	4
3	Shift-in-charge	5	5	5	5	20
4	MIS	0	1	0	0	1
5	Toll Collector	14	14	14	14	56
6	Traffic Marshall	5	5	5	5	20
7	Electrician	1	1	1	1	4
8	Peon	1	1	1	1	4
9	Sweeper	2	2	2	2	8
<b>TOTAL</b>						<b>118</b>

#### Hanumangarh-Kishangarh (HK) and Hanumangarh-Sangaria (HS) (Lot-2)

S. No.	Manpower	Hanumangarh-Kishangarh (HK)						Hanumangarh-Sangaria (HS)	Total Nos. of Manpower
		Manglana	Chhapri	Malasar	Padihara	Pallu	Kolha		
1	Operation Manager	1							1
2	Asstt. Plaza Manager	1	1	1	1	1	1	1	7
3	Shift-in-charge	5	5	5	5	5	5	4	34
4	MIS	1	0	0	0	0	1	0	2
5	Toll Collector	20	14	14	14	15	17	13	107
6	Traffic Marshall	7	6	6	6	7	7	6	45
7	Electrician	1	1	1	1	1	1	1	7
8	Peon	1	1	1	1	1	1	1	7
9	Sweeper	2	2	2	2	2	2	2	14
<b>TOTAL</b>									<b>224</b>

#### Lalsot-Kota (LJ-1) (Lot-3)

S. No.	Manpower	Lalsot-Kota (LJ-1)				Total Nos. of Manpower
		Bagdi	Bhadoti	Indergarh	Gudla	
1	Operation Manager	1				1
2	Asstt. Plaza Manager	1	1	1	1	4
3	Shift-in-charge	4	5	5	5	19
4	MIS	1	0	0	0	1
5	Toll Collector	12	13	14	14	53
6	Traffic Marshall	5	6	6	7	24
7	Electrician	1	1	1	1	4
8	Peon	1	1	1	1	4
9	Sweeper	1	1	2	1	5
<b>TOTAL</b>						<b>115</b>

**Note:** If the number of deployed manpower in the category of Toll Collector/Traffic Marshal is required to be reduced by RIDCOR based on actual traffic needs/FASTag penetration, recovery @ Rs. 400/- per person per day will be affected from the eligible payment in accordance to certification by the authorized representative of RIDCOR. The Agency shall not be entitled to make any claim of whatsoever nature in this regard and the decision of the RIDCOR shall be final and binding on the Agency.

**Details of essential qualification for the manpower to be deployed by the Agency**

<b>S. No.</b>	<b>Description</b>	<b>Essential Qualification</b>
1	Operation Manager	Graduate with minimum experience of 5 years in similar work
2	Asstt. Plaza Manager	Graduate with minimum experience of 3 years in similar work
3	Shift-in-charge	12 <sup>th</sup> Pass or above with minimum experience of 2 years in similar work
4	MIS	Graduate with minimum experience of 3 years in similar work
5	Toll Collector	12 <sup>th</sup> Pass or above with minimum experience of 2 years in similar work
6	Traffic Marshall	12 <sup>th</sup> Pass or above with minimum experience of 2 years in similar work
7	Electrician	ITI/Electricals with minimum experience of 3 years in similar work
8	Peon	No minimum criteria
9	Sweeper/House Keeping	Experience of similar work

**Schedule-II**

**MONTHLY USER FEE COLLECTION STATEMENT**

**Format to be provided by the Project Manager/Tolling Head afterwards**



### **Schedule- III**

#### **Format for Bank Guarantee for Performance Security**

**To**

**Road Infrastructure Development Company of Rajasthan Limited  
701-706, 7<sup>th</sup> Floor, ARG Corporate Park  
Gopalbari, Near Ajmer Pulia, Jaipur – 302005  
Phone: 0141-2747001, Email: [office@ridcor.in](mailto:office@ridcor.in)**

In consideration of Road Infrastructure Development Company of Rajasthan Ltd. (RIDCOR) (hereinafter referred as the “Client”, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded the work ..... to M/s ..... having its office at ..... (hereinafter referred to as the Agency, 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 Agency, resulting in a Contract valued at Rs...../- (Rupees.....) including GST for ..... (hereinafter called the “Contract”), the Agency has agreed to furnish a Performance Security by way of an unconditional and irrevocable Bank Guarantee to the Client as hereunder and 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 Agency to the extent of Rs..... (Rupees.....) as aforesaid at any time up to .....without any demur, reservation, contest, recourse, cavil, arguments or protest and/or without any reference to or enquiry from the Agency 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 Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be unconditional, 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 Agency. 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 Agency 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 Agency 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 Agency and notwithstanding any security or other guarantee that the Client may have in relation to the Agency's liabilities.

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

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

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

Notwithstanding anything contained herein,

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

(Name & Designation with Bank Stamp)

**NOTE:**

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

**Schedule-IV**

**Format for Placard at each User Plaza / Booth**

(English, Hindi & Vernacular Languages)

**Welcome to User Plaza (Name & Address)**

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

In case you notice any irregularities by the User Collection Agency of this User Plaza, please contact:

**Name: Project Manager, RIDCOR, Contact No.....**

In case Project Manager does not lift the phone, please contact:

**Name: Control Room, RIDCOR, Mobile No. ....**

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

## **Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is Manager/Head-Operations, RIDCOR, Rajasthan, Jaipur

The designation and address of the Second Appellate Authority is Director, RIDCOR, Rajasthan, Jaipur

### **Filing an appeal:**

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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

Provided further that in case a procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (1) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it of within thirty days from the date of the appeal.
- (2) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
- (3) **Appeal not to lie in certain cases**

**No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:**

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

(4) **Form of Appeal**

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or by authorized representative.

(5) **Fee for filing appeal**

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non- refundable.
- (b) The fee shall be paid in the form of Bank demand draft or Banker's Cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(6) **Procedure for disposal of appeal**

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be shall,- (i) hear all the parties to appeal present before him; and (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies there of relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

**Signed & Sealed by the Bidder**

## Format for providing details related to Minimum Eligibility & Technical Criteria

### Second Stage – Technical Evaluation

S. No.	Technical Criteria	Compliance to Minimum Eligibility Criteria as per Clause 2.2.1 (Y/N)	Financial Year			Supporting Document Attached at Page No.	
			2021-22	2022-23	2023-24	Yes	No
1	Bidder's Average Annual Turnover (Individual/Group*) over the Last 3 Financial Years (FY 2021-22, Year 2022-23 and Year 2023-24)						
2	Bidder's Average Annual OMT/TOT/BOT/Revenue Assurance# toll collection during last two financial years i.e. FY 2022-2023 and FY 2023-24						
3	Total Average Annual Number of Toll Lanes operated by the Bidder on Manpower based/OMT/TOT/ BOT/ Revenue Assurance Tolling in last two years i.e. FY 2022-23 and FY 2023-24						
4	Total Number of ETC Toll Lanes in OMT/TOT/BOT/ Revenue Assurance in FY 2021-22 OR the year 2022-23						
5	Number of Toll Plaza Staff currently deployed in Manpower-based/OMT/TOT/ BOT/Revenue Assurance in last six months from November, 2023 to April, 2024						
6	Average Annual ETC Toll Collection through Manpower-based/OMT/TOT/ BOT/Revenue Assurance in last two years i.e. FY 2022-23 and FY 2023-24						
7	Number of years in toll operation						

\* Group Turnover means combined total revenue of Bidder's Group Companies. Turnover of JV/Consortium will be considered in proportion to the bidder's stake only for the eligibility criteria of annual turnover.

# Revenue Assurance also known as Auction-based tolling

**Signed & Sealed by the Bidder**