

Appendix-1
Format of Financial Bid (Ref.Clause 2.1.3)

Enclosed with NIT , excel sheet is also enclosed.

Form of Contract

Preamble:

(A) This Contract is made at....., on this the _____ day of _____ 2016 by and between the National Highways Authority of India, a Statutory body, established under the National Highways Authority of India Act, 1988, having its Corporate Office at G- 5&6, Sector-10, Dwarka, New Delhi-110 045 hereinafter referred to as “**the Authority**” (which expression shall, unless excluded by or repugnant to the context thereof, be deemed to mean and include its successors in office and administrators) of the **ONE PART**, represented by its _____ (to be authorized) General Manager (CO) / Project Implementation Unit/Corridor Management Unit having its office at.....

AND

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

Or

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

Or

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

Or

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

Or

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

Or

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

() * Strike out, whichever is not applicable

(B) **WHEREAS** the Contractor is Authorised by its ****Memorandum of Association/**

****Partnership Deed/ **Bye-laws to carry on the business of providing various services on contract basis through its employees employed regularly or otherwise.**

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

- (C) # AND WHEREAS the Contractor has its own separate and independent establishment which:
- (a) has been registered under the provisions of the Shops & Establishments Act, 1954 of the _____ (mention the name of concerned State);
 - (b) is licensed under the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 and has obtained license No. _____ dated. _____;

Or

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

()# *Strike out, Whichever is not applicable.*

- (D) AND WHEREAS the Contractor undertakes to:

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

- (E) **AND WHEREAS** the Authority is authorised under the National Highways Authority of India Act, 1988 (hereinafter referred to as “**the 1988 Act**”) to collect User Fees on behalf of Central Government for services or benefits rendered under Section 7 of the National Highways Act, 1956 (hereinafter referred to as “**the 1956 Act**”).

- (F) **AND WHEREAS** the Authority is an Executing Agency under the provisions of the National Highways Fee (Determination of Rates and Collection) Rules, 2008, (hereinafter referred to as “**the User Fee Rules, 2008**”).

- (G) **AND WHEREAS** the Authority is empowered under the provisions of the 1988 Act to enter into contracts with any person for the purpose of collection of USER Fee under the said **User Fee Rules, 2008**. The Authority is desirous of engaging the Contractor to collect User Fees only at ----- **fee plaza (near) located at km. on km. --** --- to km. ----- (----- - -----) section of National Highway - -- in the State of - including upkeep/maintenance of adjacent Toilet blocks including recouping the consumable items

- (H) **AND WHEREAS** the Authority invited bids from interested entrepreneurs for collection of USER Fee for the use of the said Section of National Highway/ the said bridge for a period of One year User Fee. The Contractor is one of those bidders who submitted bid and quoted in its offer that, in lieu of transferring Central Government’s User Fee collection rights for the said Section of the National Highway or the said bridge for aforementioned period, the Contractor shall remit the following amount to the Authority so as to be received by the Authority latest by **TUESDAY** of every week and if Tuesday happens to be a BANK Holiday, then by **NEXT** bank working day as indicated below by way of a demand draft/pay order/ RTGS

transfer for the said section of National Highway Or the said bridge. The remittance shall be as follows:

S. No.	Period	Total Amount Payable by the Bidder to the Authority (PIU/ CMU) for the period mentioned in column B	Amount to be paid per week
A.	B.	C.	D.
a)	(From DD/MM/YYYY 08.00 Hrs. to DD/MM/YYYY 08.00 Hrs.) (One year)	Rs. _____/- (_____ in words)* - - -	Rs. _____/- (_____ in words)* - - -

- For calculating the weekly amount, the amount quoted for One year shall be divided by the number of days in a year (365 or 366 as the case may be) and multiplied by 7.
- *the week shall be counted from Monday to Sunday. In case the number of days in first and last week happens to be less than 7 days, then the bidder will deposit the amount proportionately.*
- *The amount quoted above shall be exclusive of the TCS. Any tax and service charges, as applicable shall be borne by the bidder over and above the quoted amount.*

i) AND WHEREAS the Authority HAS AUTHORISED Chief General Manager(Commercial Operation)/ Project Director to enter into this Contract with the Contractor,

ii) And Whereas, the Authority has authorized the Project Director, Project Implementation Unit/Corridor Management Unit _____ (hereinafter referred to as “the said (to be authorized)”) to supervise and discharge of various functions to be performed by the Contractor under this Contract.

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

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

Now therefore this contract witnesses in clauses as follows:

1. ENGAGEMENT OF CONTRACTOR:

In consideration of the premises, the Authority hereby engages the party of the Second Part as the Contractor and the Contractor do hereby agrees to act as the Contractor of the Authority for collection of USER Fee for the use of the said Section of National Highway/the said bridge and upkeep/maintenance of adjacent Toilet blocks including recouping the consumable items.

2. PERIOD OF CONTRACT:

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

OR

till the plaza is handed over to the other collection agency (OMT Concessionaire/BOT Concessionaire etc.) as per directions issued by NHAI, whichever is earlier." However, in case of certain stretches going for BOT/OMT/TOT/Four Year Tolling Contractor Projects, the Authority reserves the right to reduce the period of contract without any compensation and in such cases of early termination of contract, the total amount payable by the bidder to the Authority will be proportionately modified depending upon the period.

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

(ii) The period of contract shall be One year. In case the Authority is not getting a bid higher than the remittance under this contract or in case of urgency, the Authority reserves the right to increase the contract period at same remittance and terms & conditions under this contract upto 3(Three) months.

3. RATE OF USER FEE:

(a) The Contractor shall collect User Fees at such rates only and from such vehicles only as have been notified by the Central Government vide Notification No. _____ Dated _____ for the use of the said Section of the National Highway /the said bridge and in strict compliance with the provisions of the notification. A copy of the said Notification (including a draft notification to be replaced by a notification published in the Official gazette in due course) is appended as Schedule I In case, there is a material difference (i.e. impacting the collection of the Contractor by more than 10 (ten) % in a year) in the draft notification and the officially published notification, prior to commencement of collection of User Fee, the revised remittance shall be derived from the quoted remittance as per Clause-5(b) and in the event of dissatisfaction of either party on the revised remittance, so fixed, either party to this Contract will be at liberty to terminate this Contract by giving 30 days prior notice in writing.

In case there is difference in use fee rates due to change in tollable length from that given in the RFP from the date of handover, even then the above clause will be applicable.

- (b) The Contractor specifically undertakes not to claim during continuity of the Contract any change including addition, deletion and change in the classification mentioned or the rate of User Fee specified in the Notification referred above and appended to this Contract as Schedule I for any reason whatsoever, under any circumstance.
- (c) The Contractor shall not be allowed to make its own interpretation about a particular type of vehicle attracting a particular rate so as to charge a higher rate from a particular type of vehicles. Decision of the Authority on such matter shall be final and binding.
- (d) In case collection of user fee at a particular fee plaza is going on as per the provisions of the National Highways (Fees for the use of National Highways section and permanent bridge - Public Funded Projects) Rules, 1997, the category Truck/ Bus will include all type of trucks and buses irrespective of the axles and size.
- (e) The Contractor is authorized to collect two time the fee applicable as per amendment to NH fee rules 2008 for the category of vehicle from the vehicle users not fitted with FASTag or vehicle without valid, functional FASTag entering into FASTag lane of the fee plaza. The contractor shall remit the 50% of this fee to NHAI on the fixed day (as per clause H of preamble of contract agreement) and any delay in deposition of such fee will attract penalty as per clause 19 of the Contract Agreement.

4. COLLECTION ONLY AT PRESCRIBED RATE:

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

5. CHANGE IN THE RATE OF USER FEE:

- (a) The right of the Central Government to modify, change or vary the rate of USER Fee to be levied or conditions for collection of USER Fee, or both is hereby reserved.
- (b) The revised remittance on annual increase of user fee rates due to change in WPI, will be determined using the weighted percentage increase in the rates of all categories of vehicles, using proportions of different categories of vehicles* and considering single journey rates. A sample calculation is given in Schedule-VIII.

*The Authority will inform the proportion (%) of contribution in APC of different categories of vehicles in Clause-1.1.3 of RFP

- (c) In case, any variation in the prescribed USER Fee rate for all or a particular category of the vehicles is effected, sought or permitted by the Central Government, the amount payable by the Contractor to the Authority for the period from which such variation comes into force, shall be adjusted proportionately on the basis of USER Fee rates specified in Schedule I and vis-a-vis the new USER Fee rates as detailed hereunder.

The amount to be increased /reduced shall be worked out based on:

- (i) Total collection worked out considering the traffic during 6 calendar months immediately preceding the month from which the variation is effected or the actual period of collection, whichever is less, on the basis of existing rates.
- (i) Total collection worked out considering the same volume of traffic on the basis of the revised fee rates.
- (i) Percentage change between (i) and (ii) would be applied to remittance immediately prior to such revision in fee rates to working out revised amount payable to the Authority.
- (i) Provided in case of introducing a new category of vehicles not subjected to levy of USER Fee earlier, an estimate of the traffic will be made on the basis of actual collection of current month for immediate purposes. At later stage the effect would be re-calculated on the basis of actual collection for six month or of the remaining tenure of the Contractor whichever is earlier. For this purpose the Contractor would submit a monthly collection statement to Authority for the effected period in the format suggested by Authority. For this purpose Authority would have full liberty to check by any means or method whether the collection given is actual one.

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

- (d) The proposal on revised remittance along with the supporting calculations shall be submitted by the Contractor to the Authority at least 7 days prior to the actual applicable date. The Authority will give approval within 7 days. In case of delay in approval by the Authority, the Contractor shall deposit the revised remittance from applicable date as per their own proposal on the revised remittance and the difference, if any, found later as per approved remittance by the Authority, shall be deposited by the Contractor along with an interest @ 12% p.a., within 7 days from date of approval of revised remittance by the Authority

Provided that, any modification, change or variation in the conditions for collection of User Fee (including towards concession/ rebate to the frequent short distance travellers by any scheme or for any specific purpose) shall, as far as possible, be effected by mutual discussions between the Contractor and the Authority with regard to the consequential adjustment in the amount payable by the Contractor to the Authority giving due regard to the procedure set out in Clause-5(c) above

6. COMMENCEMENT AND TERMINATION OF USER FEE COLLECTION AND MAINTENANCE & OPERATION OF TOILETS:

- (a) Subject to Clause 2 of the Contract, the USER Fee collection **including upkeep/maintenance of adjacent Toilet blocks including recouping the consumable items** shall commence from the date as communicated by the Authority in writing which may be even at variance from the dates mentioned elsewhere and terminate on expiry of One year.

Provided that the Contractor shall not commence collection if (i) a published copy of the USER Fee notification in the Official gazette is not made available by the Authority; and (ii) The Authority does not inform about the completion of the said section of the Highway or the said bridge for which the USER Fee is to be collected. The Authority can also change any date communicated earlier for commencement of collection of USER Fee for other reason/s, as considered necessary.

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

- (b) The right to collect USER Fee **including upkeep/maintenance of adjacent Toilet blocks including recouping the consumable items** shall come to an end on the expiry of a period of One year (Refer to Clause 2) reckoned from date as communicated by the Authority for collection of USER FEE.
- (c) In no case, the Contractor shall have a right to demand continuance or extension of the contract period beyond the period of One year.

7. EXEMPTION OF VEHICLES AND CONCESSION:

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

- (c) The Contractor shall ensure to provide monthly and daily pass for multiple journey in accordance with the provision in the Notification appended in Schedule—I and National Highways (Determination of Rates & collection) Rules, 2008 is published with amendments vide G.S.R. 950(E) dated 3rd December, 2010, G.S.R. 15(E) dated 12th January, 2011, G.S.R. 756(E) dated 12th October, 2011, G.S.R. 778(E) dated 16th December, 2013, G.S.R. 26(E) dated 16th January, 2014, G.S.R. 831(E) dated 21st November, 2014, G.S.R. 02(E) dated 29th December, 2014, G.S.R. 220(E) dated 23rd March, 2015, G.S.R. 585(E) dated 8th June, 2016, G.S.R. 1114(E) dated 2nd December, 2016, G.S.R. 248(E) dated 14th March, 2017, G.S.R. 427(E) dated 7th May, 2018 and G.S.R. 920(E) dated 25th September, 2018, G.S.R. No. 942(E) dated 20th December, 2019, G.S.R. No. 298(E) dated 15.05.2020 and its subsequent amendments from time to time. In case of any dispute about eligibility of any user about a particular concession or about the operating procedure, the decision of the Authority concerned or his authorized representative shall be final and binding.
- (d) If the Authority is satisfied that exemption or concession available to an otherwise eligible user for whatsoever reason, has been denied, the Contractor shall be liable to pay 100 (Hundred) times of the value of USER Fee charged from such eligible user as penalty within 7 days of the issue of a notice by the PD in this regard.

8. PLACE OF COLLECTION:

- (a) The Contractor shall collect User Fees only at fee plaza (near) located at km ----- for the section from km ----- to km ----- . (---- - -----) of National Highway No. - -- in the State of-----where, permanent USER Fee Collection Booth(s) are put up by the Authority. Such booth(s)/plaza/plaza area cannot be used or allowed by the Contractor to be used by others for any other purpose; including for sale of any commodity or advertisement.

Any advertisement in plaza area is strictly prohibited. Any deviation will be treated as non-compliance and action shall be taken either under Clause 17 or under Clause 35(4).

- (b) The Contractor undertakes not to demand any additional place for collection of USER Fee or for installation of check barriers under any circumstances and for any reason whatsoever. The Contractor also undertakes not to collect USER Fee from any other place. The decision of the Authority in this regard shall be final and binding.
- (c) The Authority reserves the right to change the location of collection point including the right of addition, removal and merger of the number of USER Fee collection points as notified through fee notification from time to time. In case of a plaza being closed by any of such notification, the contract shall be come to an end and the performance guarantee of the contractor shall be refunded in compliance to other provision of the contract in this regard.

9. DIVERSIONS:

- (a) The Contractor has surveyed the said Section of the National Highway or the said Bridge and surrounding area including any access or diversion(s) and the Contractor has submitted its bid taking into consideration all such access or diversion(s) or any diversion of traffic due to deterioration in road conditions or closure of road for maintenance work, whether existing or likely to come in the future which any road user may opt , inter-alia, to avoid payment of the USER Fee by bypassing the USER Fee collection booths.

- (b) The Contractor undertakes that, he shall not make any claim for any decrease in traffic on the ground of diversion of the traffic as per clause 9(a) above, even if such diversion did not exist at the time of submission of the bid by the Contractor.
- (c) The Contractor will not be entitled to (a) close; and (b) demand closure by any authority whatsoever, of any lateral entry to the said section of the Highway for which USER Fee is to be collected. The Contractor recognizes that all fee paying traffic on the said section may not pass through the USER Fee collection booth or USER Fee plaza.

10. HANDING OVER THE USER FEE PLAZA(S) and Toliet Blocks:

- (a) The Authority shall endeavour to hand over the USER Fee Plaza collection booths at ----- fee plaza (near -----) located at km ----- on km ----- to km - ----- (-----) section of National Highway No----- in the State of at **8.00 Hrs.** on signing the contract to the Contractor for the purpose of USER Fee collection on the said Section of the National Highway/the said bridge.
- (b) The Authority has the right to entrust the USER Fee plaza(s) earlier than the date mentioned in Clause (a) above, subject to fulfillment of other conditions of the Contract. In such an event, the Contractor's obligation to remit the agreed amount will begin from the date of such handing over itself, without any extension in the period of the Contract.
- (c) In case, the Authority fails to handover the User Fee Plazas on the date and time mentioned in Clause (a) above and hands over the same any time after the date and time mentioned in clause (a), the Contractor is entitled for same period of the Contract as provided under clause 2, without any reduction in the period of the Contract.
- (d) In such case as mentioned in (b) and (c) above, the contract period along with the obligation of total amount payable by the Contractor to the Authority as mentioned under column B (i.e., Period) & C (i.e. total amount payable by the contractor to the Authority) of the table mentioned earlier shall remain same and commence from the date and time of actual handing over the User Fee plaza.
- (e) The Contractor shall handover the User Fee Plaza(s) on 08.00 hrs. of the following day on the completion of the period of Contract as per Clause 6 above.
- (f) In case, the Contractor fails to handover the User Fee Plaza on 08.00 hrs. of the following day of the completion period of the Contract or in case of termination of the Contract on the last day and the time given in notice for termination to the Authority together with all the equipments, facilities and articles in good condition, the Contractor shall be liable to pay, to the authority a penalty equal to twice the average amount, arrived on the basis of quoted amount in the bid, for each day in addition to payment of proportionate User Fee at the Contract rate for the period of over stay. The Contractor shall also be liable to pay to the Authority such cost of infrastructural facilities, equipment and all other articles as are not in good condition or may be fixed by the Authority, **PIU/CMU** of the Authority whose decision in the matter shall be final.

- (g) Upon expiry of the contract period/ termination, within 7 days, the Contractor shall submit a statement giving details of payments of weekly remittances and TCS during the entire contract period along with delay in days (if any) and calculation of interest/ penalty for delay in depositing the remittances, etc. for settlement of all accounts of the Contractor and issuance of “no dues certificate” by the Authority. No Dues Certificate shall be issued not later and within 7 days after settlement of accounts.
- (h) The above provisions related to fee plaza shall inter alia include the handing and taking over the adjacent Toilet blocks for upkeep/maintenance of adjacent Toilet blocks including recouping the consumable items.

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

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

12. REQUIREMENT OF PERSONNEL FOR USER FEE COLLECTION:

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

In addition Contractor will deploy sufficient manpower for continual up keeping on daily basis of Toilet block for 24 Hrs. in a day.

The number, qualification & experience of personnel to be deployed should be in accordance with the details given in schedule- III of this contract. However, the Authority reserves the right to serve directions for any interchange in the category of personnel (total deployment will remain according to Schedule- III) to be deployed by the Contractor, for the purpose of User Fee Collection and upkeep/maintenance of adjacent Toilet blocks for ensuring free flow of traffic.

13. DEPLOYMENT OF PERSONNEL:

- (a) The Contractor shall ensure that the personnel deployed by it for discharging its duties under this Contract are of good health, of highest integrity, punctual, well dressed, well-behaved. and of qualification & experience prescribed in schedule- III

- (b) The Contractor shall furnish to the Authority a list, in addition to the list of key personnel, of persons deployed for the purpose of discharging its obligations under the Contract, containing all the details like their educational qualifications, experience, training undergone, good health, good character, personal residential addresses and recent photographs. The required details for key personals shall be submitted to the concerned Regional Office and that of other staff to Project Director after signing of the contract in the format given in schedule- IV of this contract.
- (c) The uniform of the personnel deployed at the fee plaza shall be in accordance with the requirements prescribed vide Policy Circular placed at Schedule-XI and the Contractor specifically undertakes to abide by all the instructions issued by the Authority vide Policy Circular placed at Schedule-XI.
- (d) The Authority reserves its right to object to the deployment of any personnel for any reason in which case, such person or persons being objected to by the Authority shall be removed by the Contractor forthwith and replaced within a day from such removal.
- (e) The personnel deployed by the Contractor shall not misconduct/misbehave with the members of public and shall observe strict discipline and decency in their behavior.
- (f) The Authority shall not be liable for any misconduct or misdeeds or any act or incident involving the Contractor or any of its personnel in any criminal or civil case the Contractor shall be responsible for consequences and if any such incident takes place, the Contractor shall forthwith intimate the said incident to the Authority.
- (g) The Contractor specifically agrees that the personnel deployed by it, will not in any way claim employment with the Authority. The Contractor shall be solely responsible for any dispute raised by the personnel deployed by him either during the term of the Contract or thereafter.
- (h) The frequent replacement of key personnel is not desirable unless they are found involved in malpractices or non-compliances. However, if need be, the permission of replacement of key personnel/ other staff will be obtained from the PD concerned in advance. The PD, if satisfied with the reasons submitted to him, may allow such replacement after verifying the CVs strictly in accordance with the requirements prescribed in schedule- III.
- (i) The Authority is in process of introducing new electronic technologies for USER Fee collection system by installing electronic equipments already developed or being developed by various companies/agencies. The contractor shall extend full co-operation in installation, operation and maintenance of such system and will be bound by the advice of the authority in this regard.

(a) As per Clause 13(i) of the draft Contract Agreement, the Authority vide letter No. 66192, dated 18.05.2015 (copy enclosed) advised all its Fee Collection Contractors/ Bidders that the fee collection contractor is responsible for traffic management in ETC lane including security of ETC equipment.

A list of ETC equipment installed at the Fee Plaza will be handed over by concerned PD, NHAI to the fee collection contractor for ensuring their safety and security. If there is any loss or damage to ETC equipment at any fee plaza other than for the reasons attributable to ETC equipment / system supplier of IHMCL/NHAI, it will be construed as failure of the contractor in discharging their duty and the cost of such loss or damage will be recovered from the fee collection contractor from the available performance security and such bidder / contractor shall be debarred from participating in any tender or RFP issued by the Authority for a period of 01 (one) year or as decided by the Authority without prejudice to any other rights of the Authority under the bidding documents / Contract Agreement and / or applicable law.

(b) In case, ETC Reader and allied infrastructure is not available then the user fee collection contractor should mandatorily make necessary arrangement for installation of ETC reader (or handheld reader) including allied infrastructure at his own cost.

In case where ETC reader and allied infrastructure is available but found inadequate in peak hours of traffic or giving troubles, the user fee collection contractor should make necessary alternative arrangement for installation of ETC reader (or handheld reader) including allied infrastructure compatible with the existing system integrator in all the lanes at the fee plaza at his own cost.

Any issue regarding deficiency or non-functioning of Hybrid ETC System installed by System Integrators (of IHMCL) may be reported on email id complaints.hetc@ihmcl.com with copy to PD, NHAI concerned.

- (j) **The engagement of at least 30% ex-servicemen (ESM) is mandatory. However, in case of non-availability of ex-servicemen, Project Director has power to relax the requirement considering overall capabilities and arrangements made by the agency for transparent and efficient fee collection at fee plaza.**

14. INTER SE RELATIONS:

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

15. PROVISION OF INFRASTRUCTURE:

- (a) The minimum infrastructure to be provided (in case not provided by NHAI or the BOT (Annuity) Concessionaire) and maintained by the Contractors are as under;
 - (i) Computers and its peripherals,
 - (ii) Generator/ Standby Generator for power if there is no electricity connection/ for stand by requirement.
 - (iii) The Contractor will ensure the availability of consumable items used in toilet block to fulfill the Service Level Agreements as mentioned in Schedule-II.
- (b) The Authority shall handover the Fee Plaza , adjacent Toilet blocks to the Agency in the condition as existing on 7 days prior to bid due date on 'as is where is basis'. The agency shall carry out upgradation /provide facilities as required, to discharge its duties.
- (c) The repair and maintenance of such facilities once provided by the Authority shall be the responsibility of the Contractor including but not limited to payment of electricity bill for 500m on either side of fee plaza, fuel. Consumables like electricity bulbs, water charges internet connection with sufficient band width for live feed and its charges etc. The Authority may provide consumables at the time of handing over of the User Fee collection plazas/booths only, thereafter all consumables shall be arranged by the Contractor at its own cost and at the time of taking over the facility by the Authority, if any liability/obligation(s) regarding repair and maintenance and consumables remains unfulfilled by the Contractor, same shall be adjusted by the Authority from Performance Security.
- (d) All expenses for printing receipts or passes to be issued to users shall be borne by the Contractor. The Contractor shall abide by the instruction of the Authority in the matter of its format or size or language.
- (e) An inventory (along with the condition and present book value) of infrastructural facility /equipment, and all other articles (properties of NHAI only) shall be prepared and duly signed by both the parties at the time of handing over or taking over of the User Fee Plaza(s). All rental article/equipments shall be returned immediately after handling over the plaza to the Contractor and no rent shall be paid thereafter.
- (f) The Contractor shall abide by all the instructions issued by the Authority from time to time. The Contractor also undertakes to abide by such instructions in order to make the process of User Fee collection simple, faster and hassle free by extending necessary cooperation in adopting the technological advancements in the process/work of User Fee collection.
- (g) The user fee collecting agency shall make necessary arrangements for power/lighting to ensure proper working of the User Fee plaza(s) including various office equipment installed, maintaining and running all electric arrangements and stand-by generator along with electric lighting and bearing all expenses thereon during the entire period of this Contract and paying punctually electricity and water charges in respect of the User Fee plaza(s)/collection booths as they become due and payable during period of this Contract.

- (h) The repair of the road section at the Fee Plaza site will be the responsibility of the NHAI.
 - (i) In case of BOT (Annuity) stretches, whatever facilities and maintenance obligations fall within the mandate of the Concessionaire, same shall be provided by the Concessionaire, during the Concession period.
- (j) The Contractor shall ensure upkeep/maintenance of adjacent Toilet block including recouping the consumable items as per extant policy of NHAI.

16. INSURANCE:

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

17. PERFORMANCE SECURITY:

- (a) The successful Bidder shall furnish to the authority Performance Security consisting of (a) a crossed account payee demand draft/pay order, amounting to Rs. [•] (an amount equal to 15 day's agreed remittance) issued by a Scheduled Bank in India, drawn in favour of the Authority and payable at New Delhi and (b) a bank guarantee as per the format prescribed by National Highway Authority of India from any Nationalized Indian Bank/State Bank of India or its subsidiaries/IDBI/ ICICI/Export Import Bank/Foreign Bank with counter guarantee from any Nationalized Indian Bank or State Bank of India or its subsidiaries/any RBI approved Scheduled Commercial Bank having net worth of more than Rs. 500 Crore (Rupees Five Hundred Crores) from its Indian Operations for Rs. [•] (an amount equal to 15 day's agreed remittance), valid for a period of 14 (Fourteen) months from the Date of LOA for due observance of the terms and conditions contained herein and the performance of its obligation as per the Contract to be entered into for 1 (one) year. The Bidder is at liberty to submit a crossed account payee demand draft/pay order issued by a Scheduled Bank in India in lieu of the bank guarantee.
- (b)
 - (i) The said Performance Security shall not bear any interest except when the collection is not started within 120 days of signing of the Contract for the reasons not attributable to the Contractor. In such a case, interest @8% p.a. shall be paid for the period beyond 120 days. Performance Security shall be refunded as early as possible, but not exceeding 30 days from the end date of the contract, after settlement of all the accounts by the Contractor and upon issuance of no due certificate by the Authority.
 - (ii) In case settlement of accounts and issue of no dues certificate are getting delayed due to any pending issue/ recovery, which remains to be closed on the end date of the contract, the performance security to the extent of value of such issue/ recovery only shall be retained and the balance performance security shall be released as early as possible, but not exceeding 30 days from the end date of the contract.

- ⓐ) In case of delay in release of performance security or excess withholding of the amount, NHAI will pay simple interest @ 12% per annum on such amount to the contractor for the period beyond 30 days from the end date of the contract till date of release of performance security/ excess amount withheld.
- (c) (i) The Authority shall also be competent to utilize the said Performance Security against any loss or damage caused to the property of the Authority by any act of omission and/or commission by the Contractor or its agents and servants or adjust it towards any claim of the Authority.
- ⓐ The Contractor undertakes that, in case of any default on its part to perform and observe any of the covenants, conditions or provisions contained in this Contract, it shall be lawful for the Authority in its absolute discretion to forfeit the whole or any part of the said Performance Security, without prejudice to any other remedy that the Authority may have against the Contractor under this Contract or under general law for such breach.
- (d) Deleted

18. PENALTY FOR CHARGING EXCESS USER FEE:

- (a) In case, it is observed and/or established to the satisfaction of the Authority that the fee collecting agency has charged User Fee in excess of the prescribed rate, the Authority may impose a penalty of an amount equal to fifty times of the actual amount so charged per day for 30 days i.e. (actual amount charged x 30 days x 50). After three such incidents of levy of penalty for excess charging, the part performance security of an amount equal to 1 (One) months agreed remittance i.e. Rs. lakhs as per amount stated in Letter of Award shall be forfeited in addition to such recoveries. The contractor shall have to replenish the forfeited performance guarantee, in the same mode as it was deposited earlier, within 10 days of such forfeiture to continue with the collection work failing which the contract shall be terminated and the balance performance guarantee shall also be forfeited. If the incident of excess charging is again observed and/or established to the satisfaction of the Authority after forfeiture of part performance guarantee, the contract shall be terminated and the entire performance guarantee shall be forfeited.
- (b) The termination under this clause shall make the Contractor liable for unconditional forfeiture of the Performance Security.
- (c) The termination under this clause, in addition to unconditional forfeiture of the Performance Security, shall make the Contractor liable for debarring from assigning any future work with Authority.
- (d) In case of any complaint regarding Toilet in the first instance Rs 500/- will be deducted and in continuation double the amount will be deducted on the receipt of each complaint from the performance security (Complaint will be lodged only once received on control number 1033).

19. PENALTY FOR FAILURE TO PAY INSTALMENTS:

(i) In case of delay in remittance of the agreed amount of any installment due under this Contract to the Authority beyond the due/specified day (as per clause H, of Preamble of Contract), the Authority shall levy penalty @ 0.2% per day for delay in remittance of installment. The contractor will be required to pay the dues along with penalty within 3 days of the specified day failing which the same will be adjusted from the Cash Performance security by Project Director and simultaneously the Project Director shall route the ETC Collection directly to NHAI Toll Account till clearance of dues. Performance security shall be replenished by the contractor within next 7 days from the date of such recovery. If agency fails to replenish the performance security and clear the dues in next 7 days, the contract is liable to be terminated.

(i) For avoidance of doubt, if more than one remittance are delayed and the contractor deposits a lumpsum amount, this will be adjusted following First-in-First-out (FIFO) approach, i.e., the earliest installment due shall be first adjusted along with the applicable penal interest on the earliest remittance on that date and in similar manner the other remittances shall be adjusted. No further interest shall be applicable on the penal interest component. The penal interest shall be simple, i.e., it shall not be compounded.

(i) (a) If the remittances outstanding including penal interest, if any, on ending of the contract is less than the cash performance security, then such amount shall be recovered from cash performance security, accounts will be settled and balance securities will be released and penal interest shall be levied only upto end date of contract. In case the contractor has not deposited the remittance of last week on ending of the contract period which is also to be adjusted from the cash performance security, then an additional penal interest @ 0.2% per day for 7 days on the last week remittance shall also be levied.

(b) If the remittances outstanding including penal interest, if any, on ending of the contract are more than the cash performance security, then the dues to the extent of cash performance security will be adjusted as provided at Para-(iii)(a) above, following FIFO approach given at Para-(ii) above and the balance including penal interest shall be deposited by the contractor.

For avoidance of doubt, it is clarified that after the end of contract period, the penal interest @ 12% p.a. compounded annually only will be applicable on the balance remittances and the penal interest due as on end date of contract period, till payment of dues by the contractor.

Note: RO and PD shall make prior effort to ensure that under no circumstances, the amount of default including penal interest should exceed the total performance security amount at the end/termination date of contract period.

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

In case of non-compliance of any of the obligations specified in Clause 23(a) to (i), the Authority shall levy penalty @ Rs.1.0 lakh per default per month except for Clause- 23(e) for which the penalty shall be @ Rs.10,000/-per default per month, without prejudice to any other rights of the Authority under this Contract. **However, in case of non-compliance of obligations specified in Clause 23 (h), the Authority shall levy a penalty @ Rs.10,00,000/- per instance or termination of Contract Agreement or both**, without prejudice to any other rights of the Authority under this Contract. The date of default will be the date of reporting to the contractor by the Authority concerned or his authorized representative. In addition to levy of penalty as above, more than three defaults in a month under this clause may attract termination under clause 35 (2) of this contract. Before levy of penalty under this clause the contractor shall be given a reasonable opportunity to rectify the default. The decision of the Authority concerned or his authorized representative to levy the penalty under this clause shall be final and binding. The penalty so levied shall be recovered from the performance guarantee which shall be replenished by the contractor within 10 days from the date of such recovery failing which the contract is liable to be terminated.

21. OPERATIONAL TRANSPARENCY:

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

- (i) All transactions including cash, violations, and exemptions/concessions will be processed through ETC System available at fee plaza. Usage of electronic ticketing machine or any such devices like handheld Point-of-Sale (POS) terminal, POS Billing machine etc. is strictly prohibited for user fee collection at NH fee plazas. Furthermore, the deployment or usage of any alternate software/system for user fee collection at NH fee plaza, except for the TMS through which FASTag transactions are processed, is also strictly prohibited. Any instance of usage of such handheld devices or unauthorized software/system shall be treated as Fraudulent Activity and any User Fee Collection agency (ies), including the Director(s) of such entities or owner, found practicing such fraudulent activities at NH fee plazas will attract penal action as per clause 20 of the contact agreement including debarment from NHAI for a period up to (1) year.
- (ii) Lane IDs will be correctly mapped in transaction files and no fraudulent transaction will be hosted to Acquirer host.
- (iii) Valid users are to be added into discount category through User fee Collection portal as provided by Acquirer Bank and ensure that such transactions shall process using FASTag only.
- (iv) Chargeback raised by Acquirer bank is to be validated timely as per timeline defined in latest PG/ICD document.
- (v) No fraudulent/parallel system in lanes to process cash/exempt transaction.
- (vi) Video recording system of toll plaza will be provided to Command Centre on 24*7 basis and is not be mishandled.

22. AUTHORISED REPRESENTATIVE OF THE AUTHORITY:

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

23. OBLIGATIONS OF THE CONTRACTOR:

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

- (e) The Contractor shall, prior to the close of each day, send to the Authority, by facsimile or e-mail, a report stating accidents and unusual occurrences on the Road Section within 500 meters on either side of the plaza relating to the safety and security of the Users and Road Section. A weekly and monthly summary of such reports shall also be sent within three days of the enclosing of each week and month, as the case may be. For the purposes of this Clause 23 (e) accidents and unusual occurrences on the Road Section shall include:
 - (i) death or injury to any person;
 - (ii) damaged or dislodged fixed equipment;
 - (iii) any obstruction on the Road Section, which results in slow down of the services being provided by the Contractor;
 - (iv) disablement of any equipment during operation;
 - (v) communication failure affecting the operation of Road Section smoke or fire;
 - (vi) flooding of Road Section; and
 - (vii) such other relevant information as may be required by the Authority.
- (f) The contractor also agrees to abide by the requirement of clause 21 in order to maintain operational transparency at the fee plaza.
- (g) The contractor also agree to abide by the requirement of clause 12 & clause 13 specifically on deployment of the personnel for the purpose of this Contract.
- (h) The Contractor agrees that maintaining adequate change/ coins and giving correct change to the road users, while paying / receiving user fee is his sole responsibility and undertakes not to indulge in wrong practices like giving namkeen/ coffee/wafer packets, etc. instead of giving change for the balance amount to the road users. A placard shall be placed at all Fee Booths in the format enclosed at **Schedule-IX** for information of the road users. In case it is found during the surprise checks that the Contractor is giving namkeen/ coffee/ wafer packets in lieu of change, the Contractor at his cost shall issue an advertisement in the local newspapers asking the road users to approach the Fee Plaza Office for getting back the change by returning namkeen/ coffee/ wafer packets by showing the user fee payment receipt.
- (i) The contractor also agree to abide by the requirement of Standing Operating Procedure (Policy circular No 17.5.86/2023 dated 05.10.2023) during violence/Anticipated Violence at Toll Plazas attached under Schedule XI of the Agreement .

24. RIGHT OF INSPECTION:

- (a) The Authority reserves the right to conduct checks including surprise checks at any time, to check/observe/witness the activities of the Contractor including the User Fee collection Plaza(s) and to monitor or to ensure that any or all the activities including User Fee collection enunciated by this Contract are being carried out properly by the personnel deployed by the Contractor.
- (b) The Authority may exercise any check/control to ensure discharge of various obligations by the Contractor under the Contract including but not limited to following:
 - i) Correctness of the User Fee charges recovered from users, as prescribed
 - ii) Issue of proper Receipts to all Vehicles;
 - iii) Maintenance of proper registers including those relating to collection of User Fee from different type of vehicles;

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

25. FORCE MAJEURE:

(a) NON-FORCE MAJEURE EVENT:

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

(b) FORCE MAJEURE EVENT:

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

- (i) Publicly declared strike by registered and recognized association of Transporters exceeding 7 days. The date of going on strike and withdrawal or start of movement of traffic will be inclusive for the purpose of calculation of 7 days under this clause.
- (ii) **Floods/Earthquake having materially adverse impact on the performance of obligations of the parties thereof.**
- (iii) Act of war, invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, blockade, embargo, revolution, riot, sabotage, terrorism or act of such threat, or any other political or social event having material adverse impact on the performance of obligations of the parties thereof.
- (iv) Expropriation, acquisition, confiscation or nationalization of the User Fee collection
- (v) Any change in law which has a material adverse effect on the obligation of the parties hereto.
- (vi) Any decision or order of a court or tribunal, which has a material adverse effect on the performance of obligations of the parties to this Contract.
- (vii) Suspension of traffic on the said section of National Highway/said bridge or any part thereof, exceeding 15 (fifteen) days at a stretch.

- (viii) Any event or circumstances of a nature analogous to the foregoing.
- (ix) Occurrence of Pandemic having adverse impact on the performance of obligations of the parties thereof.

Contractor shall be entitled to invoke this clause and give notice in writing to the Authority, if the period of continuance of the Force Majeure event, under this Contract to the extent that such performance is impeded by an event of Force Majeure prevailing continuously for more than 7 (seven) days at a time (or continuously for more than 3 (three) days at a time in case of no user fee collection at all at the fee plaza) for reasons not attributable to the Contractor. However, the contractor has to keep remitting to the Authority full remittance during the intervening period of serving of notice for force majeure claim till the decision of Authority in this regard, which shall be given within 7 days/30 days as given below for interim relief/final relief.

The contractor has to keep remitting to the Authority full remittances in case the claim of the contractor is rejected by the Authority even if he disputes such decision of the Authority.

(c) PROCEDURE FOR FORCE MAJEURE:

(i) NOTICE:

- (1) If contractor claims relief on account of a Force Majeure event, then he shall, as soon as reasonably practicable and in any event within 3 working days of becoming aware of the Force Majeure event, give notice to Project Director, NHAI with a copy to Regional Officer, NHAI, giving details of the effects of such Force Majeure on the Party's obligations under this Contract, including the dates of commencement and actual/likely date of cessation of such Force Majeure and its effects, with necessary supporting documents/calculations and data.
- (2) On receipt of such a notice, it is imperative on RO, NHAI to respond to the contractor within 7 days regarding the acceptability or non-acceptability of the claim and interim relief to be given to the contractor. Additional documents/details may also be sought by RO, if any. It is to clarify that RO, NHAI should decide the relief, if any, under the Force Majeure claim within 15 days but in no case later than 30 days. In case of delay in decision of acceptance of the force majeure claim beyond 30 days, NHAI will pay interest @ 12% per annum compounded annually on the excess amount remitted by the contractor for the delayed decision of the Authority beyond 30 days.

(ii) CONSULTATION AND DUTY TO MITIGATE:

- (1) The Party claiming relief under Force Majeure shall, at its own cost, take reasonable steps to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this Contract as soon as reasonably possible. The Parties shall consult with each other to determine the measures to be implemented to minimise the losses of either Party as a result of the Force Majeure event.

- (2) The Party affected by Force Majeure shall keep the other Party informed of such efforts to remedy and make reasonable efforts to mitigate on a continuous basis and shall provide written notice of the resumption of performance hereunder.
- (3) Notwithstanding anything contrary to the specifically stated in this Contract no party shall be relieved of its obligations under this Contract by reason of impossibility of performance or any other circumstance whatsoever not beyond its control.
- (4) Any Party claiming cessation of the event of Force Majeure may, if the other party has not served a notice of resumption of performance, give notice to the other party, of cessation of such event, notifying the date of alleged cessation and unless the party to whom such notice is given does not dispute the same within 30 days of the receipt of such notice the Force Majeure event shall be deemed to have ceased to consequences thereof and shall be deemed to have come to an end on the date so notified.
- (5) The relief under force Majeure will be calculated on the basis of estimated remittance derived from weighted average decline in traffic (including Violations and Exemptions) as per Schedule-X at the fee plaza. The difference in agreed remittance and estimated remittance at the fee plaza during FM Period will be payable to the contractor.

The normal conditions for calculation of estimated remittance will be taken as one year prior to onset of FM event.
- (6) The period of the FM events, except defined under (i) & (vii) of clause 25(b), shall be from the date of onset of FM event and till the average traffic (in PCU including exemption and violations count also) of continuous 7 days reaches 90% of the average traffic (in PCU including exemption and violations count also) in last one year prior to onset of FM.

(iii) TERMINATION DUE TO FORCE MAJEURE:

If any event of Force Majeure shall continuously impede or prevent a Party's performance for longer than 30 days from the date of commencement of such Force Majeure event, the parties shall decide through mutual consultation, either the terms upon which to continue the performance of this Contract or to terminate this Contract by mutual consent. If the parties are unable to agree on such terms or to terminate the Contract by mutual consent within 60 days from the date of commencement of such Force Majeure event, either Party may issue a Notice to terminate this Contract.

Within 30 days of issue of such termination notice, the Authority may complete the bidding process for selection of new agency, select the new agency and handover the fee plaza to the new agency. For avoidance of doubt, NHAI would finalize the new agency as early as possible, irrespective of the quotes of the Contractor and the new agency. This Agreement stands terminated automatically on the date of handing over of the fee plaza to the new agency.

(iv) Deleted

26. MATTERS NON-ARBITRABLE:

Any disputes or differences between the parties in regard to the matters covered under Clauses 3, 7, 8, 10, 14, 18 and 19 shall be referred to the Authority, Project Implementation Unit / Corridor Management Unit _____ whose decision shall be final.

27. ARBITRATION & CONCILIATION:

- a. All disputes/differences except those mentioned in the matters non arbitrable under Clause 26 above arising between the parties out of this contract shall be settled by way of conciliation under and in accordance with the provision of the Conciliation Policy of NHAI through CCIE (Conciliation Committee of Independent Experts). The proceedings shall be held at New Delhi or any other place as per policy of NHAI.
- b. Pending resolution of any dispute pursuant to Conciliation, under all circumstances the Contractor shall 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.
- c. In case of non-agreement through the Conciliation, both Parties can opt for Arbitration through sole Arbitrator under and in accordance to the provisions of the Arbitration and Conciliation Act, 1996. The Sole Arbitrator shall be appointed by Chairman of the Authority.
- d. The proceedings of the Arbitration shall be held in English language and shall be held at such place as may be decided by the Chairman of the Authority or his nominee.
- e. Pending resolution of any dispute pursuant to Arbitration, under all circumstances the Contractor shall continue to remit the agreed instalments of money to the Authority as prescribed in this Contract including when the dispute is about the amount to be remitted.
- f. The contract agreement shall be governed by and construed in accordance with the laws of India and the Courts at New Delhi shall have the exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the contract agreement.

28. SEVERABILITY:

If any provision of this Contract is prohibited by law or held to be invalid, illegal, or unenforceable, the remaining provisions hereof shall not be affected, unless the same materially affects the performance of the obligation of the parties under this Contract and this Contract shall continue in full force and effect to the fullest extent possible as if such prohibited, illegal or invalid provision had never constituted a part thereof.

29. BREACH:

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

30. WAIVER:

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

31. ASSIGNMENT:

The Contractor undertakes not to assign any right and/or obligation of this Contract to any other person without prior consent of the Authority in writing. However, Authority has “No Objection” if the Contractor enters into a user fee (toll) collection bank account with their banks for creating a charge on such account, for the purpose of funding performance security in cash & BG deposited with Authority. This “No Objection” is without prejudice to any specific/general right of the Authority under the Agreement.

32. DEATH/WINDING UP:

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

33. ABANDONMENT:

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

34. INDEMNITY:

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

35. TERMINATION:

(1) The Authority shall be entitled to terminate this Contract once the decision is taken to transfer the road section to BOT/OMT/TOT/Four Year Tolling Contractor Projects/ concessionaire (reference clause 2 of the contract) at any time after giving notice to the Contractor as under in writing and in that event, the Contractor shall not be entitled to any claim, or any compensation whatsoever on account of such termination.

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

By giving seven (7) days prior notice in writing

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

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

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

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

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

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

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

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

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

36. DECISION OF AUTHORITY: FINAL AND BINDING

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

37. INTEGRATED CONTRACT:

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

38. STAMPING AND ENGROSSING:

Within 28 (twenty-eight) days from the date of signing this Contract or within such period as provided by the law applicable whichever is shorter, the Contractor, if required, shall have the Contract engrossed, have the correct Stamp Duty adjudicated by the Inspector General of Registrations, New Delhi and return the same duly signed and executed to the Authority. It would be the sole responsibility of the Contractor to comply with the applicable laws in this regard. It shall be noted that the contract shall be signed at NHAI HQ at Delhi.

The contractors are required to note that some of the State Governments are insisting for payment of balance stamp duty and in case of such demand, it would be sole responsibility of the contractor, irrespective of the past conduct/actions of such State Governments to recover balance stamp duty. Accordingly, the contractors shall take into account the payment of balance stamp duty, while submitting their bids/auction price and NHAI shall not entertain any representation/claim from the contractors in this regard.

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

39. AMENDMENT:

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

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

For and on behalf of

For and on behalf of

(Signature)

(Signature)

Name:-

Name:-

Designation: GM (CO),

Designation:-

Place:- New Delhi

Place:-

In the presence of

In the presence of

1. Signature:

1. Signature:

Name:

Name:

Address:

Address:

2. Signature:

2. Signature:

Name:

Name:

Address:

Address:

* Contractor must affix its seal.

SCHEDULE - I

Enclosed with NIT

SCHEDULE - II

Service Level Agreements for Toilets

A.1 OBLIGATIONS OF THE CONTRACTOR

- 1) The Contractor shall be solely responsible for the Operation and Maintenance of the 'TOILETS' and NHAI shall not interfere in any manner whatsoever in operating and Maintaining of the 'Toilets'. The timings of the said 'Toilets' to be operated, maintained and remain available for Highway Users round the clock.
 - a) The Contractor shall make arrangements for supply chain management, store management and category management for the KIOKS, solely at his own cost and risk.
 - b) The Contractor or its representatives shall not do any act or deed which may cause nuisance and/ or annoyance to NHAI or to Highway Users.
 - c) The Contractor shall take care of all fitting, fixtures and related accessories available at 'Toilets' and immediately after expiry of this Agreement or on sooner termination and handover all fitting, fixtures and related accessories available at 'Toilets', as the case may be without claiming any right, title or interest of any nature whatsoever in the "Toilet" or any part or portion thereof.
 - d) The Contractor arrange to provide adequate staff/ NHAI shall not be responsible for any loss, theft or dacoity in relation to any of the activity relating to the 'Toilets'.
 - e) The Contractor shall be solely responsible for maintenance and cleanliness of toilets as per this schedule.
 - f) The Contractor shall take care of disposal of all rubbish, garbage and keeping the premises neat and tidy and will be essential.
 - g) The Contractor shall be responsible for availability of round the clock water supply and electricity for smooth and proper functioning of 'Toilets'.
 - h) The Contractor shall be liable to follow the obligations of the operation and maintenance pointed out by NHAI/ or any of its representatives founded out during routine inspections.

A. 2 NHAI ACTIVITIES

- 2) NHAI will render necessary assistance to the Contractor for obtaining electricity, water supply, if any, for operation and maintenance of the 'Toilets' in the said premises of the Selected Toll Plaza.

NHAI will deploy any of the it's representative for routine inspections for accessing the operation and maintenance activities carried by the Contractor as per the agreed terms and conditions of this agreement and NHAI may direct the Contractor for taking corrective measures to be taken by the Contractor, so as to fulfill obligations of the operation and maintenance by the Contractor .

A.3 'Toilets' AT TOLL PLAZAS

- 3) With reference to the list at Annexure-1 that is Toll Plaza where the Contractor shall take care of 'Toilets' as per mutually agreed terms and conditions.
- 4) The Contractor shall not take any charges from Highway Users for using the 'Toilets' or any part for any activity related to use of 'Toilets' such as Parking of Vehicles etc.

A.4 DISPLAY OF LOGOS AND SIGNAGE

- 5) The Contractor shall not display any of its boards or advertisement inside and outside of the 'Toilets'. However the Contractor shall take care of the Signages of the 'Toilets' and other Amenities installed in the Premises, if any.

A.5 ELECTRICITY & WATER REQUIREMENT

- 6) The NHA, shall arrange for all electrical and water connections and shall pay the deposits, if any, in connection therewith. The Contractor shall promptly pay all bills for electrical energy and water consumed on the said premises as shown in the bills received in respect thereof.
- 7) The Contractor shall not carry out any other activity other than as specified and mutually agreed terms and conditions of this agreement.

B.1 Operation and maintenance activities to be carried out by the Contractor for Toilets / Wash Rooms:

- (a) There shall be a regular maintenance program in place for toilet/washroom cleaning to maintain the facilities in a clean, working condition.
- (b) The Housekeeping Staff of the operating agency of toilet shall be responsible for daily cleaning disinfection of toilets / wash rooms as per the following checklist:

Cleaning Toilets/Washrooms Areas Manually

- (i) Wash hands and put on gloves.
- (ii) Ventilate the area (for example, open a window), and prepare the cleaning solution in a well-ventilated area (refer to manufacturers' instructions).
- (iii) Flush the toilet with the seat lid down.
- (iv) The toilets shall be thoroughly cleaned at least once every shift and mopped dry. The floor shall be made non-slippery and all deposits removed.
- (v) Apply the cleaning agent to the inside of bowl, including under the rims and allow to soak and clean the bowl afterwards flush the toilet, rinsing the brush in flushing water (leave the toilet brush in the bowl).
- (vi) Remove any splashes or marks from the wall.
- (vii) Wipe the toilet seat and flush handle with the cloth, and then close the lid.
- (viii) Dispose of the cloth when the task is completed.
- (ix) Remove gloves and wash hands.
- (x) In addition to the stipulated timings, janitor/sweeper shall also undertake such sweeping / cleaning /mopping operation as and when required or as directed by Housekeeping Supervisor /staff on duty, or such personnel as may be authorized in this regard by the Facility Manager at any time of the day and night.
- (xi) In-case of Indian Toilets: Apply the cleaning agent to the inside of bowl, including under the rims and allow to soak and clean the bowl afterwards flush the toilet, rinsing the brush in flushing water. Then clean the foot pedals with disinfectant and let dry. Cleaning steps would be similar except for the cleaning of the foot pedals.

B 2. Schedule of Maintenance:

The Agency shall follow the following timetable for routine cleaning of the Project Facility:

Periodic Cleaning Schedule	
Activity	Frequency
Toilets cleaning and sweeping	Continuous (minimum once every hour)
Wash floors, dust, clean drains (if any), empty dustbins, scrub accessories (if any) etc.	Daily
Clear cobwebs, clean doors and windows etc.	Weekly
water tanks and septic tank cleaning etc.	Monthly
Whitewash, pest eradication etc.	Every 06 months

Periodic Maintenance Schedule		
Item	Activity	Frequency
Floor	Machine scrub to ensure removal of dirt from floor and within grouting	Fortnightly
Walls	Hand scrub to ensure removal of dirt from grouting	Monthly
Bins	Hand scrub to ensure removal of dirt from grouting	Weekly
Basins	Scrub with scrubbing pad to remove stubborn stains	Daily
Bowls / Urinals	Scrub with scrubbing pad to remove stubborn stains Scrub beneath rim to ensure removal of yellow stains	Daily
Soap Dispenses	Dismantle and check / clean	Daily
	Chokes	
Exhaust Fans	Wipe clean to remove dust	Weekly

B 3. Equipment and Supplies List for Cleaning and / or Operations

1. Premixed glass cleaner (with spray bottle)
3. Premixed disinfectant cleaner (with spray bottle)
4. Disinfectant cleaner concentrate
5. Scouring power
6. Stainless steel cleaner (if necessary)
7. Toilet bowl swab and container
8. Putty knife
9. Broom
10. Dust-pan corner brush
11. Mop / Bucket / Wringer
12. Signages such as 'wet floor' and 'closed for cleaning'
13. Duster (feather / lamp's wool)
14. Clean cloth
15. Paper towels / Toilet paper / Soap
16. Gloves

B 4. Cleaning Agents for Different Finishes:

1. Wall / Floor (cleaning granite and marble tiles)	Use neutral-based cleaners or disinfectants. Do not use acid-based cleaner on marble
2. Glass / Mirror	Use ammonia or neutral based cleaners
3. Sanitary Wares	Use disinfectant cleaners
4. Stainless Steel /Chrome	Use stainless steel / chrome polish
5. Plastic / PVC	Use neutral based cleaners
6. Toilet Bowls	Use disinfectant or mild abrasive liquid cleaners

B 5. Washroom Inspection Card (to be submitted to concerned PIU)

Location_____

Month_____

Date	Time						Defects	Checkers	Remarks

B 6. Preventive Maintenance

- (a) The outlets and drain pipes of the urinals shall be kept clog free and fixed in proper place.
- (b) The clogged drain pipes are to be de-clogged immediately and drain chambers cleaned thoroughly once a week as part of preventive maintenance and also one register to be maintained for all the drainages of the hospital.
- (c) Regular monitoring to be done by the housekeeping supervisor for the cleaning by maintaining and filling the checklist.

B 7. Other Maintenance Requirements

S. No.	Activity	Description
a)	Electric Meter	Agency shall check all meters once in a month time to ensure that they are functioning and are showing correct readings.
b)	Safety	Any fault in the electrical equipment like switches, receptacles, wiring etc. shall be identified, tested and repaired within 24 hours of
c)	Fire Fighting Facilities	Agency shall provide the required firefighting equipment and facilities including fire exits, fire proof doors, etc conforming to relevant standards and the applicable rules and regulations.
d)	Facilities for Physically Challenged Persons	Agency shall provide all the maintain and provide all necessary facilities to the entry / exit, seating and movement of physically challenged persons including wheel chairs, ramps etc.
e)	Equipment & Materials used	Agency shall ensure the equipment and materials used shall conform to the relevant standards by Bureau of Indian Standards (BIS)

Schedule- III
[Reference clause 12 &13 of Appendix -

IV] Key Personnel

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

OTHER STAFF					
1.	Shift In charge		1	3	Graduate in any discipline and a diploma in computing from a recognised institute of repute with minimum 2 years post qualification experience in relevant field or retired defence personnel of rank equivalent to ASO. or above. The officer can be from paramilitary forces also and the at least a diploma in computer application or equivalent from any govt. recognized institute in India
2.	Accountant		1	3	Graduate in any discipline with minimum 5 years post qualification experience in any in any govt or. private organization of repute
3.	Fee Collector	1	8 (in case of 8 lane plaza)	24*+6(2 reliever per shift)=30	12th pass from any recognised board in India or retired defence personnel with operational knowledge of computer.
4.	Fee Attendant	1	4 (2 in each direction)	12	12th pass from any recognised board in India or retired defence personnel.
5.	Marshall		4 (in case of 8 lane) (1 for per 2 lane)	12*	12th pass from any recognised board in India or retired defence personnel
6.	Gunman		2 (up & down)	6	Retired defence personnel only.
7.	Electrician		1	3	10th Standard pass from any recognised board of India with knowledge of the relevant field.
8.	Safaiwala		1	3	Experience in relevant field.
9.	Mali			1	
10.	Peon		1	3	8th standard pass.

* The above requirement of staff is for 4+4 lane plaza. However, the bidder shall confirm the actual number of lanes and requirement of other staff from concerned Regional Officer or Project Director.

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

FORMAT FOR DETAILS OF PERSONNEL TO BE DEPLOYED AT
.....

(To be submitted after signing of the contract to the RO in case of Key personnel's and to the Project Director for other staffs.)

<u>Sr. No.</u>	<u>Name & Designation</u>	<u>Permanent Address & Contact No.</u>	<u>Correspondence Address & Contact No.</u>	<u>Qualification & experience (self attested copy of certificate are to be enclosed)</u>	<u>Recent Passport size photograph.</u>	<u>Specimen sig.</u>
<u>1.</u>	<u>Plaza Manager</u>					
<u>2</u>	<u>Security Officer</u>					
<u>3</u>	<u>Accounts Officer</u>	-	-	-	-	-
<u>4</u>	<u>Public Relation Manager</u>	-	-	-	-	-
<u>5</u>	<u>Shift In charge</u>					
<u>6</u>	<u>Accountant</u>	-	-	-	-	-
<u>7</u>	<u>Fee Collector</u>					
<u>8</u>	<u>Fee Attendant</u>	-	-	-	-	-
<u>9</u>	<u>Marshall</u>					
<u>10</u>	<u>Gun man</u>					
<u>11</u>	<u>Electrician</u>					
<u>12</u>	<u>Safaiwala</u>					
<u>13</u>	<u>Mali</u>					
<u>14</u>	<u>Peon</u>					

Schedule-V

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

MONTHLY USER FEE COLLECTION STATEMENT- PART-A

Sl. No.	Type of Vehicles as per notification provisions	Amount of User Fee collected through ETC		User Fee collected through CASH		Total amount Collected (ETC + Cash)		Total amount Deposited by TCA		Remarks
		For the month	Cumulative	For the month	Cumulative	For the month	Cumulative	For the month	Cumulative	
1	CAR, JEEP, VAN OR LIGHT MOTOR VEHICLE									
2	LIGHT COMMERCIAL VEHICLE, LIGHT GOODS VEHICLE OR MINI BUS									
3	BUS (Axle wise)									
4	TRUCK (TWO AXLES)									
5	THREE AXLE COMMERCIAL VEHICLES									
6	HEAVY CONSTRUCTION MACHINERY (HCM) OR EARTH MOVING EQUIPMENT (EME) OR MULTI AXLE VEHICLE (MAV) (FOUR TO SIX AXLES)									
7	OVERSIZED VEHICLES (SEVEN OR MORE AXLES)									
Total										

Note:

1. Collection data shall be supported by Bank portal / NPCI and TMS portal. Valid report generated from portal to be submitted.
2. For Closed tolling contracts, Part A & B shall be provided for all plaza-to-plaza traffic.

Schedule-V

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

MONTHLY USER FEE COLLECTION STATEMENT- PART-B

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

Note:

1. Since all discounts are admissible through FASTag only, therefore only for single entry vehicle both ETC and Cash count is to be given, for discounts only ETC count to be provided.
2. The above data shall be supported by Bank portal data or TMCC count data. Valid report generated from portal to be submitted.
3. For Closed tolling contracts, Part A & B shall be provided for all plaza-to-plaza traffic. Ex. If there are total 3 toll plazas on closed tolling section, then report shall be provided for all following combinations separately

- (i) Plaza 1 - plaza 2
- (ii) Plaza 1 - Plaza 3
- (iii) Plaza 2 - Plaza 1
- (iv) Plaza 2 - Plaza 3
- (v) Plaza 3 - Plaza 1
- (vi) Plaza 3 - Plaza 2

Schedule- VI
(Format of Bank Guarantee)

(Reference Clause - 2.18.1)

FORMAT FOR BANK GUARANTEE FOR PERFORMANCE SECURITY

BANK GUARANTEE FOR PERFORMANCE SECURITY

To

National Highways Authority of India

In consideration of “National Highways Authority of India (NHAI)” (hereinafter referred as the “Client”, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....Having its office at

..... (Hereinafter referred to as the “Contractor” which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Client’s Letter of Acceptance No..... dated and the same having been unequivocally accepted by the Contractor, resulting in a Contract valued at Rs

..... /-
(Rupees

.....) excluding Service Tax for “.....” (Hereinafter called the “Contract”), and the Contractor having agreed to furnish a Bank Guarantee to the Client as “Performance Security as stipulated by the Client in the said contract for performance of the above Contract amounting to

Rs.....
...../-
(Rupees.....).

We,having registered office at and branch ata body registered/constituted under the (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand, without any deductions, set-off or counterclaim whatsoever, any or, all money payable by the Contractor to the extent of Rs..... (Rupees.....) as aforesaid at any time up to

..... without any demur, reservation, contest, recourse, cavil, arguments or protest and/or without any reference to or enquiry from the Contractor and without your needing to prove or show grounds or reasons for your demand for the sum specified therein. Any such demand made by the client on the bank shall be conclusive and binding notwithstanding any difference between the Client and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for

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

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

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

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

"The guarantee shall also be operatable at our..... branch at[*], 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"

[*] This is the city of concerned Regional Office of NHAI under whose jurisdiction the Fee Plaza comes"

"The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of NHAI after obtaining details thereof from NHAI."

Notwithstanding anything contained herein,

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

(Signature of the Authorised official)

(Name & Designation with Bank Stamp)

NOTE:

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

Schedule VII

FORM OF LETTER OF ACCEPTANCE (LOA)

No:

Date:

To,

Sub: Collection of User Fee by the fee collecting agency selected on the basis of competitive bidding at [•] fee plaza (near [•])located at km. [•] on km. [•] to km. [•] ([•])section of National Highway [•] in the State of [•] (hereinafter referred to as the said section of the National Highway).

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

Dear Sir,

Your Bid quoting an Annual Remittance of Rs. _____(Rupees _____) for engagement as the user fee collecting agency for collection of User Fee on the basis of competitive bidding at Km. [•] [•] fee plaza (near [•]) for the section from km. [•] to km. [•] [•]) of National Highway No. [•] in the state of [•] (hereinafter referred to as the said section of the National Highway) has been accepted by the competent authority of the NHAI on the terms and conditions of Contract forming part of the Bidding Documents.

You are required to submit a Performance Security within 7 (Seven) days as per Clause 2.10.1.

The Bid Security shall be forfeited by the Authority, in case you fail within the specified period to furnish the required Performance Security. *You shall also be required to sign the contract within 3 (Three) days from the date of receipt of the Performance Security and after signing the contract, successful bidder shall take over the fee plaza and start the fee collection within 2(Two) days of signing the contract agreement*, on failure to do so, the entire Performance Security including Bid Security and bank guarantee shall be liable to be forfeited and invoked. In the event of your failure to submit the Performance Security, the Letter of Acceptance for award of contract in your favour shall automatically be terminated without further notice. In such a case, your engagement shall forthwith automatically stand terminated and thereupon, without prejudice to any other rights and

remedies of the Authority, the Authority shall be entitled to appoint another Contractor at your risk as to costs and consequences.

Please convey your unconditional acceptance by signing on the original of this letter as per Clause (3.3.5) and submit the required Performance Security within the specified period so that the Contract could be signed within the specified period.

Thanking you,

Yours faithfully
For National Highways Authority of India

(Signature)

Name:-

Designation: GM (CO)

Place:- & Dated

Accepted unconditionally including the draft of the contract. (Signature)**

Name:-

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

Designation:

Place:-

Dated:

-

*** Please affix common seal.**

Schedule- VIII

1. For Open Tolling

Sample calculation of Revised Remittance as per Clause- 5(b)						
S. No.	Category of Vehicle	Proportion (%) of contribution in APC different categories vehicles (refer Clause 1.1.3 of RFP)	of of	User fee rates given in the bid (for single journey) (Rs.)	Revised Rates (for single journey) (Rs.)	% increase in revised rates over the rates in the bid $[6=(5-4)*100/4]$
1	2	3	4	5	6	6
1	Car / Jeep / Van	7		40	50	25.00
2	LCV /LGV or Mini Bus	4		80	100	25.00
3	Truck Bus (2 Axle)	22		160	200	25.00
4	3-Axle Commercial Vehicle	36		160	200	25.00
5	HCM / EME/ MAV (4-6 Axle)	31		325	345	6.15
6	OSV (7 or more axle)	0		160	200	25.000
	Total	100				

1 Percentage increase in remittance in $\frac{\sum \text{Col. 6} \times \text{col. 3}}{100}$ = 19.16% (rounding upto 2 decimals)

2 Original weekly remittance= Rs. 13,80,822 /-

3 Revised weekly remittance= $S. \text{ No. 2} \times \left[\frac{S. \text{ No. 1}}{100} + 1 \right] = \text{Rs. } 16,45,356/-$

2. For Closed Tolling

Table 1: Sample calculation of Revised Remittance as per Clause- 5(b) for Closed tolling system

Sample calculation of Revised Remittance as per Clause- 5(b)					
S. No.	Category of Vehicle	Proportion (%) of contribution in APC of different categories of vehicles (refer Clause 1.1.3 of RFP)	User fee rates given in the bid (for single journey) (Rs.)	Revised Rates (for single journey) (Rs.)	% Increase in revised rates over the rates in the bid [$6 = (5 - 4) * 100/4$]
1	2	3	4	5	6
1	Car / Jeep / Van	7	40	50	25.00
2	LCV /LGV or Mini Bus	4	80	100	25.00
3	Truck Bus (2 Axle)	22	160	200	25.00
4	3-Axle Commercial Vehicle	36	160	200	25.00
5	HCM / EME/ MAV (4-6 Axle)	31	325	345	6.15
6	OSV (7 or more axle)	0	160	200	25.000
	Total	100			

- Percentage increase in remittance for "TP2 - TP1" traffic = $\Sigma \text{Col. 6} \times \text{col. 3} / 100 = 19.16\%$ (Rounding upto 2 decimals)
- Original Weekly remittance = 13,80,822
- Percentage increase in remittance = As illustrated below
- Revised weekly remittance = $S.No. 2 \times \left\{ \frac{S.No.3}{100} + 1 \right\}$

For closed tolling system the percentage increase in remittance shall be calculated as under:

Illustration:

If there are total 3 nos. of fee plazas on closed tolling system, the percentage increase in remittance shall be calculated a under:

(i) To Calculate average % increase for exit plaza TP1, first calculate percentage increase as per table 1 and Sl. No.1 above for change in rates of "TP2 - TP1" & for "TP3 - TP2" based on Proportion (%) of contribution in APC of different categories of vehicles (refer Clause1.1.3 of RFP)

(ii) Average percentage increase for TP1 shall be calculated as under:

$$\text{Average \% increase for TP 1} = \frac{\% \text{ increase of "TP2 - TP1"} + \% \text{ increase of "TP3 - TP1"}}{2}$$

(iii) In above similar lines average percentage increase shall be calculated for remaining fee plazas as well for TP2 & TP3 for all matrix combinations provided at clause 1.1.3 of RFP.

(iv) Share of APC of each fee plaza in total APC shall be calculated as under (Refer clause 1.1.1 of RFP):

$$\text{Share of APC of TP 1 in total APC} = \frac{\text{APC of TP1}}{\text{Total APC for all three plazas}}$$

(v) In similar line share of APC in total APC for all three fee plazas shall be calculated.

(vi) Finally, the percentage in increase in revised remittance shall be calculated as under:

(Average percentage increase for TP1 * Share of APC of TP1 in total APC

+

Average percentage increase for TP2 * Share of APC of TP2 in total APC

+

Average percentage increase for TP3 * Share of APC of TP3 in total APC)

(vii) If there are n nos. of user fee plazas in closed tolling contract, the revised remittance shall be calculated in above similar lines duly calculating average percentage increase and weighted percentage of APC for all n nos. of user fee plaza.

Schedule-IX

Format for Placard at each Fee Both

(English, Hindi & Vernacular Languages)

Welcome to Fee Plaza (Name & Address)

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

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

Name, Project Director, NHAI, Mobile No.....

In case PD does not lift the phone, please contact:

Name, CGM / RO, NHAI, Mobile No.

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

Schedule X

Sample calculation of Estimated Remittance as per Clause- 25(c)(iii)(5)					
S. No.	Category of Vehicle	Proportion (%) of contribution in APC of different categories of vehicles (refer Clause 1.1.3 of RFP)	Average Traffic Count in normal conditions	Average Traffic Count during FM Period	% decline in traffic [6=(5-4)*100/4]
1	2	3	4	5	6
1	Car / Jeep / Van	7	4000	3000	-25.00
2	LCV /LGV or Mini Bus	4	8000	7000	-12.50
3	Truck Bus (2 Axle)	22	1600	1500	-6.25
4	3-Axle Commercial Vehicle	36	1600	1400	-12.5
5	HCM / EME/ MAV (4-6 Axle)	31	3250	2800	-13.85
6	OSV (7 or more axle)	0	160	100	0
Total		100			

1 Weighted average decline in traffic (C) $\frac{=\sum \text{Col. 6} \times \text{col. 3}}{3/100}$ = -12.42% (rounding upto 2 decimals)

2 Original weekly remittance(R)= Rs. 13,80,822 /-

3 Revised weekly remittance= $R[1+ (C \text{ in } \% /100)]$ = Rs. 12,09,376/-



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय)
National Highways Authority of India
(Ministry of Road Transport and Highways)
जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली-110075
G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone : 91-11-25074100/25074200
फैक्स / Fax : 91-11-25093507 / 25093514

NHAI/1/218/2007-Admn

Date: 02.02.2016

Policy Circular – Technical (196/2016)
[Decision taken on the file of CO Division]

Sub.: Standardization of uniform of toll collection staff; user fee receipts, user fee display boards at toll booths at both NHAI and Concessionaires Toll Plazas.

NHAI, HQ has been receiving frequent complaints about misbehaviour by toll plaza staff. In order not to give scope for any such instances, it has been decided to prescribe uniform for all toll plaza staff and also prescribe Do's & Dont's as under:

- (i) The colour of the uniform shall be navy blue.
- (ii) The sample photographs of the uniform are enclosed at **Annexure-I** which shall contain the following
 - (a) Sports Cap (with logo of company of the Contractor/ Concessionaire).
 - (b) Full sleeves Shirt and Trouser
 - (c) Security belt (with logo of company of the Contractor/ Concessionaire).
 - (d) Safety Jackets (with Fluorescent Stripes in front and back)
 - (e) Safety shoes (Black in colour)
 - (f) Identity Card
- (iii) A list of Do's and Dont's by toll staff is enclosed at **Annexure-II** which shall be strictly followed in letter and spirit by all toll staff.
- (iv) In the interest of Concessionaires/ Contractors for smooth operations at their toll plazas, they shall develop on their own a training programme/ module (training period not less than 7 days) for their toll collection staff. Any person shall be put on duty only after undergoing such training programme. A register shall be maintained about names of persons on duty and dates of their training. A certificate by the trainer will invariably be issued to the persons who have undergone the training and such certificate shall be produced by the persons on duty at the time of surprise check/ instructions by NHAI/ IE.

2. The users are often complaining that at the toll booths, the rates, concessions and exemptions are not available. Accordingly, it has been decided to standardize the display board at the toll booths as under (Ref. also Circular dated 06.01.2004 – Page-8, S. No.18 & 19 and Page-17 Appendix-2) :

- (i) A display board of size 1.10m x 1.10m shall be put above the toll window. The minimum information required to be given on a display board of size 1.1m x 1.1m, shall be as given at **Annexure-III**.
- (ii) The background colour shall be green while text shall be in white.

(iii) The board shall be bilingual/trilingual as per requirements/ statutory provisions and space availability at toll booths.

(iv) The location of display board and the font size shall be legible and visible to the users at the time of making the payment of user fee at toll booths.

(v) The board shall be sufficiently illuminated for clear visibility even during the night.

(vi) The information shall be updated 24 hours before implementation of revised rates.

3. It has also been observed that different contractors/ concessionaires are giving different types of user fee(toll) receipts containing insufficient information to the road users leading to various complaints by the road users. Accordingly, the format of receipt is prescribed as under :

(i) The information on front and back side of the receipt shall be as given in **Annexure-IV**.

(ii) Besides the name of NHAI on the user fee receipts, the name of the Concessionaire and its Lead Promoter in case of Toll/ OMT Projects or name of toll collection contractor in case of NHAI Toll Plazas shall be given.

(iii) The size of the receipt shall be strictly 5" x 3" (8cm x 12 cm).

(iv) The receipt is to be printed bi-lingual/ tri-lingual, as appropriate in compliance of the statutory provisions of "Rajbhasha Adhinyam" and "Rajbhasha Niyamawali."

(v) Each line of the receipt shall have the same Font Size.

4. Each PD shall send a compliance report by 15.02.2016 on above 3 issues for all toll plazas under his jurisdiction (both Concessionaires and NHAI) alongwith photographs of each toll plaza at e-mail id (saxenadeepak@nhai.org)


(S.P. Sharma)
GM(Coord)

To
All ROs/PIUs/CMUs

Copy to:

1. All Members/CGM/CVO
2. All GMs/DGMs
3. PS to Chairman
4. Librarian/ Hindi Officer
5. DGM(Elect)-for hosting on TIS.

Annexure - I
(5 Pages)
1/5

Uniform during summers

Safety Jacket
(with Fluorescent
stripes in front and
back)



2/5

Uniform (from back side)



Items in Uniform



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

Uniform during winters (with safety jacket)



Uniform during winters (plus safety jackets over)



Do's and Dont's at Toll Plaza by user fee collection staff

Annexure - II
(one part)


S. No	Do's	Dont's
1.	Toll collection staff put on duty only after undergoing training	No toll collection staff on duty without undergoing training
2.	All staff to always wear proper and clean uniform	No wearing of improper uniform
3.	All staff to always display their ID prominently	No duty without ID
4.	No staff to be on duty in drunken state	Staff on duty should not roam in Toll Plaza area in drunken state
5.	To behave courteously with the road users	No Misbehaviour
6.	Be alert and to extend help to the commuter in any emergency	Should not be unhelpful to commuter during emergency
7.	User fee rates be displayed correctly at approaches to toll plaza	Display boards should not be missing nor should incorrect boards be installed.
8.	User fee rates be also displayed at each toll booth	Do not permit display boards on user fee rates to be missing from toll booths
9.	Always collect correct applicable fee and return exact change	No Overcharging and/or offering packets of biscuit/namkeen/ toffee in lieu of change
10.	Issue proper receipt with full details to road user	No issuing of improper receipt
11.	Toll plaza area shall be neat and clean	No Littering at toll plaza
12.	Toll Plaza be kept always properly lit without any dark areas for the purpose of safety of commuters	Should not switch off lights in case of off peak hours of traffic
13.	All toll lanes be kept operational 24X7	Should not close down toll lanes during off peak hours of traffic
14.	No beggars/ vendors be allowed at toll plaza	Beggars/ Vendors should not be permitted to roam at toll plaza area
15.	Keep armed guard (ex-servicemen) at designated location during night to give sense of security at toll plaza, but not to threaten the road user	Armed guard should not be missing during night or indulging in unnecessary conversations with road users
16.	Complaint book with machine numbered pages to be available to the commuters (24x7)	Do not allow Complaint book to be missing.

110															
5	40				5	10		5	10		5	10		5	
National Highways Authority of India/ Name of Concessionaire & its Lead Promoter or name of User Fee Collection Contractor														5	
Toll plaza-Name (Chainage & NH)														20	
Toll fee for Stretch- From km...to km.....of NH.....															
User fee effective period-....01.04.20..... to 31.03.20.....															
														5	
Category of vehicle				Single Journey			Return Journey			Monthly pass		Local Commercial			10
Car, Jeep, Van or LMV															65
LCV, LGV or Mini Bus															
Bus or Truck (2 Axles)															
3-axle commercial vehicles															
HCM/ EME/ MAV (4-6 axles)															
Oversized Vehicles (> 7 axles)															
Note: Monthly pass @ Rs. 230/- for Local Non Commercial vehicle within 20 km radius.														5	
														5	

Display boards to be put on Toll Booths of NHAI/ Concessional re

Scale: 1 unit=5 cm
All units in cm
Not to scale

Front Side

	National Highways Authority of India Name of Concessionaire & Lead Promoter or User Fee Collection Contractor
	Toll Plaza Name * :.....(Km.....on NH.....) Section* :..... (Km.....-.....on NH.....)
	Contractor's Name* : (only in case of Public funded plaza)
	Ticket No** :.....
	Booth & Operator No.**:.....
	Date & Time** :.....
	Vehicle No.*** :.....
	Type of Vehicle*** :.....
	Type of Journey*** :.....
	Fee** : Rs.....
<p>Only for overloaded vehicle: Standard Wt. of vehicle**: Actual wt. of vehicle***: Overloaded vehicle Fees: Rs.....</p> <p>[BAR CODE]**</p> <p>WISH YOU SAFE & HAPPY JOURNEY!*</p>	

Back Side

Helpline Number..... Ambulance Contact Number..... Crane Contact Number..... Road Patrol Vehicle Contact Number
(i) The services of ambulance and crane are available free of cost)
(ii) For further information on toll plaza visit our site www.nhai.org & press "Toll Information System" or visit www.nhts.org
For complaints and suggestions, please contact:
(i) Toll Plaza Manager, Sh..... Mob..... Email:.....
(ii) Independent Engineer Sh..... Mob..... Email:.....
(iii) Project Director, PIU....., Sh..... Phone(Landline)..... Email:.....

* Pre-printed
 ** Automatic generation by booth computer.
 *** Entered by booth operator



भारतीय राश्ट्रीय राजमार्ग प्राधिकरण
(सडक परिवहन और राजमार्ग मंत्रालय)
National Highways Authority of India

(Ministry of Road Transport and Highways)
जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली-110075
G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone : 91-11-25074100/25074200
फैक्स / Fax : 91-11-25093507 / 25093514

Date: 18.05.15

NHA/ 13013/ CO Division/ ETC/ 14-15/66192

To

All Toll Collection Contractors/ Bidders of NHA

**Sub.: Implementation of Electronic Toll Collection (ETC) on Pan India basis
- Instructions to the Toll Collection Contractors/ Bidders of NHA for its Toll Plazas.**

Indian Highways Management Company Ltd. (IHMCL) on behalf of NHA engaged ETC equipment/ systems suppliers at its toll plazas (M/s. Tecsidel & M/s. Vaaan) & CCH Service Providers (ICICI Bank & Axis Bank). As per the revised target set by the Government, electronic tolling is to be implemented at all toll plazas by 31.05.2015. In this context, in supersession of the instructions vide Circular of even No. 57780 dated 21.10.2014 and as per Clause 13(i) of the Contract Agreement, the Authority advises all its Toll Collection Contractors/ Bidders as under:

(i) The toll collection contractors/ bidders as part of their Pre-qualification Application shall indicate their bank account in which the appropriate toll collection amounts through electronic toll lanes will be credited by CCH Service Providers. Subsequently, on allotment of each toll plaza and for each Contract Agreement, the toll collection contractor will intimate to CCH Service Provider through the Project Director concerned of NHA, a sub-account number to the above main account applicable to each toll plaza, along-with date of start and date of close, so that the transactions occurring at different toll plazas with the Contractor are easily identifiable/ verifiable and accounted for. In case of any shortfall in the amount credited by CCH Service Provider, the toll collection Contractor will take up the matter with CCH Service Provider with a copy to PD of NHA for depositing the balance amount, if any, as per reconciliation of the contractor. The provisions of the agreement between IHMCL/ NHA and CCH Service Provider will apply in case of such shortfall amount and the Deed of Adherence (DOA) signed by NHA is binding on the toll collection contractors (copies of these agreements with CCH Service Provider and DOA are available on website of NHA - Pre-qualification Application site).

Handwritten signature/initials

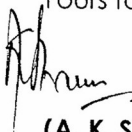
Contd...2/

(ii) Installation and O & M of ETC equipment/ systems (AVCC, Lane Cameras, RFID Readers, etc) will be the responsibility of ETC equipment/ system supplier of IHMCL/ NHAI. However, the toll collection contractor is responsible for traffic management in ETC lane including Security of ETC equipment. The contractor cannot operate ETC equipment but can view/ download/ print '**free of cost**' the data from these equipment/ systems for which he may set up his own infrastructure/ connections, as required. The contractor is also free to install such other equipment as deemed appropriate by him to satisfy himself to capture the transactions through the electronic toll (ETC) lane correctly.

(iii) NHAI also signed an MOU with CCH Service Provider to set up the Point of Sale (POS) to issue RFID Tags (now named as FastTag) to user public at each toll plaza. This MOU is binding on the toll collection contractors. In the list of hardware mentioned in Annexure-III of MOU for setting up of POS Kiosk at the Toll Plaza, most of the items are included in the scope of ETC equipment/ system supplier of NHAI/ IHMCL and the remaining items will be arranged by PD. Thus, these items are not to be provided by the toll collection contractor. The toll collection contractor is responsible for operating & maintaining POS as per MOU.

(iv) Concerned PD of NHAI had already provided the master data (sample enclosed) at each toll plaza of NHAI. The toll collection contractor shall check the master data, propose amendments and submit signed master data to concerned PD.

Yours faithfully,


(A. K. Sharma)
GM (CO)

Copy to:

1. All ROs/ PDs of NHAI – for necessary action.
2. GM/ CEO, IHMCL – for needful



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

National Highways Authority of India

(Ministry of Road Transport and Highways, Government of India)

जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली - 110 075 • G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष/Phone : 91-11-25074100 / 25074200



NHAI/Policy Guidelines/Management of Plazas/2023

Policy Circular No.17.5.86/ 2023 dated 05th October, 2023

{Decision taken on E-Office File No. IHMCL/2023-24/SOP/Toll_Plaza (Comp. No.222423)}

Sub: Standard Operating Procedure during Violence/Anticipated Violence at Toll Plazas - reg.

The Toll Plazas usually encounter road users who start altercation with Toll Plaza Staff due to various reasons including FASTag issues or unwillingness to pay toll plaza etc. Often such altercations lead to heated debates between road users and Toll Plaza Staff which in some cases turns into physical violence from both sides. Such incidents of violence not only tarnish the image of the Authority in media and social media, but also shows the entire Toll Collection process in very poor light. In order to curb such incidents at Toll Plazas, following SOP has been prepared for strict implementation by field units:

Sl No	Description	Action by
General		
1	It should be ensured that the entire Staff of the Toll Collecting Agency is performing their duty wearing the prescribed NHAI Uniform with name badge on their chest. The employees found without the uniform during checking by RO/PD/AE/IE should be de-rostered immediately and action should be taken on the Toll Collecting Agency as per provision of the Contract Agreement.	PD/AE/IE
2	It should be ensured that the Lane Supervisors are wearing body Cameras which are immediately switched on by them in case of violence/anticipated violence.	PD/AE/IE
3	It should be ensured that the Toll Collecting Agency possess Police verification of each and every staff. The details of all the Staff should be submitted by them to the PIU as per Schedule-IV of the Contract Agreement for User Fee Collection.	PD/AE/IE
4	Before mobilization of the Toll Collecting Agency, the Agency must give behavioural training to their entire staff to be courteous with the Road Users. Specialized psychological trainings like Anger Management should also be imparted to the plaza staff in order to deal with provocative rowdy road users.	Toll Collecting Agency
5	To the extent possible female staff should be deployed during the day shifts.	PD/Toll Collecting Agency
6	RO's should sensitize the State Government to issue directions to all District Police to register Complaints/FIRs in case of Violence/nuisance at Toll Plazas	RO

Contd...2/-

During any anticipated violence/violent incident		
7	Any anticipated violence or violent incident should be handled by not below than Lane Supervisor/Plaza Manager/level Staff of Toll Collecting Agency and in no case Toll Lane operator.	Toll Collecting Agency
8	<p>If a Road User is behaving unruly and speaking loudly for any reason, the Lane Supervisor should immediately intervene and politely try to resolve the issue. In case the road user is unwilling to pay the Toll, the Supervisor should politely insist to pay the Toll. If the matter persists, local Police may be called and FIR should be lodged. The entire incident should be recorded by mobile video camera by other Staff.</p> <p>In no case, Toll Plaza Staff should use provocative language or resort to violence.</p>	Toll Collecting Agency
9	<p>In case the Road User appears under the influence of alcohol/drugs and is using provocative language/resorting to violence on the lane, the incident should be immediately reported to local Police by Plaza Manager. In case of physical violence by the road user, the person may be simply overpowered by other plaza staff from back without indulging in violence (hitting etc.) with him/her and handed over to Police. Detailed FIR should be lodged mentioning the vehicle number, evasion of Toll, injury to plaza staff and damage to Govt. property (if any). The entire incident should be recorded by mobile video camera by other Staff and handed over to police as proof. Camera feeds of other cameras installed at the Toll Plaza should also be handed over to Police as proof.</p> <p>In no case Toll Plaza Staff should use provocative language or resort to violence. The incident should be reported to the PIU no later than 12 hours from the time of the incident along with all necessary documents / proof.</p>	Toll Collecting Agency
10	<p>In case road user is using fire arms, the plaza staff should run for safe location. Detailed FIR should be invariably lodged mentioning the vehicle number, injury to plaza staff and damage to Govt. property (if any). If possible, the entire incident should be recorded by mobile video camera by other Staff and handed over to Police. Camera feeds of other cameras installed at the Toll Plaza should also be handed over to Police as proof.</p> <p>In no case Toll Plaza Staff should use provocative language or resort to violence. The incident should be reported to the PIU no later than 12 hours from the time of the incident along with all necessary documents / proof.</p>	Toll Collecting Agency

2. The Toll Collecting Agency should also give monthly statement of all such FIRs to PIU so that in case of inaction, PD shall report the same to the District Collector and request for action. Consolidated Report at RO level may be taken up by RO at State level Meetings.
3. This SOP should be prominently displayed at all Toll Booths.

Contd...3/-

4. The SOP should be made part of Contract Document by CO Division for the Toll Collecting Agency Contract and breach of the above SOP should be treated as breach of the Contract.
5. This issues with the approval of Competent Authority.



05/10/23

(Sanjay Kumar Patel)
General Manager (Coord.)

To:

All Officers of NHAI HQ/ ROs/ PIUs/ CMUs/ Site Offices

Copy to:

1. Hindi Division for translation in Hindi.
2. Library for hosting the circular on library site.
3. Web Admin for circulation.