

SECTION – I  
Roads and Bridges Development Corporation of Kerala Ltd.  
(A Government of Kerala Undertaking)  
2nd Floor, Preethi Buildings, M.V.Road, Palarivattom, Kochi – 682 025.  
Ph: (484) 2338205, 2338206, Fax : (91-484) 2533294  
Website:www.rbdck.com, Email:rbdckltd@gmail.com

QUOTATION

**Bid No.RBDCK/E2/UF/13./2020**

**Date: 13.05.2020**

On behalf of RBDCK, its Managing Director invites sealed quotations for collection of user fee on contract basis from Road Over Bridge at Puliyanam (Ernakulam District).

Period of contract	:	One year from the reopening of the toll booth.
Earnest Money Deposit (EMD)	:	Rs. 1,00,000/-
Last date of quotation submission	:	25.05.2020 upto 5.00 PM.
Date of opening of quotation	:	26.05.2020, 11.00 am.

Contractors having a registered contractor License of Kerala PWD will be eligible to quotation for the work. Quotation documents can be down loaded from the website of RBDCK, [www.rbdck.com](http://www.rbdck.com). The filled in quotations should be submitted to RBDCK directly or by post/courier service, addressing to The Administrative Officer, Roads and Bridges Development Corporation of Kerala Ltd, 2<sup>nd</sup> Floor, Preethi Buildings, M.V.Road, Palarivattom, Kochi-682 025. EMD should be enclosed with the quotation document. RBDCK will not be responsible for the delay in receiving the quotation documents. Quotations received late and incomplete quotation documents submitted will be rejected. The quotation shall be submitted in sealed envelopes super-scribed with the words Quotation No. **RBDCK/E2/UF/13/ 2020/Puliyanam**.

**Managing Director**

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**ROADS AND BRIDGES DEVELOPMENT CORPORATION OF KERALA LIMITED**  
**(A Government of Kerala Undertaking)**

2<sup>nd</sup> Floor, Preethi Buildings, M.V.Road, Palarivattom, Kochi-682 025.  
Ph: (484) 2338205, 2338206, Fax: (91-484) 2533294

<b>Name of Work.</b>	Collection of user fee on contract basis from Road Over Bridge at Puliyanam for a period of one year from the reopening of the toll booth.
<b>Quotation Reference No.</b>	No. RBDCK/E2/UF/13/2020
<b>Last date of receipt of quotation</b>	25.05.2020 upto 5.00 PM.
<b>Date of opening</b>	26.05.2020, 11.00 am
<b>Officer inviting quotation</b>	Managing Director, Roads and Bridges Development Corporation of Kerala Ltd.

**This quotation document is issued to** .....

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## INVITATION FOR QUOTATIONS

QUOTATION No. RBDCK/E2/UF/13/2020

- |                                    |     |   |
|------------------------------------|-----|---|
| <b>Introduction</b>                | 1.1 | As per the tripartite agreement with Kerala Road Fund Board and PWD for Government of Kerala under Kerala Road Fund Act 2001, user fee can be collected by Roads and Bridges Development Corporation of Kerala Ltd. (RBDCK) from ROB at Puliyanam. Now Roads and Bridges Development Corporation of Kerala Ltd. (RBDCK) intends to entrust the right for collection of user fee on contract basis from the above facility for a period of one year from the reopening of the toll booth |
|                                    | 1.2 | On behalf of RBDCK, its Managing Director invites quotations for Collection of user fee on contract basis for a period of one year from the reopening of the toll booth as detailed below:  |
| <b>Description of work</b>         | 1.3 | Collection of user fee on contract basis from Road Over Bridge at Puliyanam for a period of one year from the reopening of the toll booth at the rates specified in the quotation document.   |
| <b>Earnest Money Deposit (EMD)</b> | 1.4 | Rs. 1,00,000/-  |
| <b>Cost of quotation Document</b>  | 1.5 | -   |
| <b>Duration of Contract</b>        | 1.6 | For a period of one year from the reopening of toll booth.  |
| <b>Eligible Bidders</b>            | 1.7 | Contractors having a registered contractor License of Kerala PWD will be eligible to quotation for the work.  |
| <b>Proof of Identity of Bidder</b> | 1.8 | Sufficient/attested copies of proof of identity with photo of the Bidder<br>Sufficient proof of identity with photo of the Bidder and the contractors having a registered contractor License of Kerala PWD should be enclosed along with the quotation document.  |

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## SECTION – II

### INSTRUCTIONS TO BIDDERS (ITB)

- |   |     |   |
|---|-----|---|
| <b>Scope of quotation</b>                   | 2.1 | Roads and Bridges Development Corporation of Kerala Ltd (A Government of Kerala undertaking), Preethi Buildings, Palarivattom, Cochin-25 (hereinafter referred to as Employer / RBDCK in these documents) acting through Managing Director, Roads and Bridges Development Corporation of Kerala Ltd., invites quotations for Collection of User fee as defined in these documents and referred to as “the works” detailed in IFB. |
| <b>Scope of Work</b>                        | 2.2 | The scope of work consists of collection of User Fee from road users at the rates specified in this bid document, including making necessary arrangements for the same, after making advance payment of the amount quoted in this quotation to RBDCK in installments as detailed, subject to various conditions enumerated in this document   |
| <b>Successful bidder</b>                    | 2.3 | Bidder quoting the highest amount subject to evaluation by the employer is generally accepted as the successful bidder (hereinafter referred to as contractor).   |
| <b>One quotation Per Bidder</b>             | 2.4 | Each bidder shall submit only one quotation for the work. A bidder who submits or participates in more than one bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the quotations with the Bidder’s participation to be disqualified. The quotation forms are not transferable.   |
| <b>Cost of Bidding</b>                      | 2.5 | The bidder shall bear all costs associated with the preparation and submission of his quotation, and the Employer will in no case be responsible and liable for those costs.  |
| <b>Clarification of quotation Documents</b> | 2.6 | A prospective bidder requiring any clarification on the quotation documents may obtain the same from the office of RBDCK during working hours.  |
| <b>Quotation Prices</b>                     | 2.7 | The bidder shall fill in amount quoted both in figures and words in the bid form to be downloaded from the website of RBDCK, <a href="http://www.rbdck.com">www.rbdck.com</a> .   |



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		<p>The amount quoted should be net of all taxes, duties and other levies payable by the contractor or Employer under this contract or for other cause. That is, no taxes, duties or other levies will be borne by the employer from the amount quoted.</p> <p>The quotation prices quoted by the bidder shall be valid for the entire contract period of one year from the reopening of the toll booth</p>
<b>Quotation Validity</b>	2.8	<p>Bids shall remain valid for a period not less than 120 days after the deadline for bid submission specified in the IFB</p> <p>In exceptional circumstances, prior to expiry of the original validity period, the Employer may request that the bidder may extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing or by cable. A bidder may refuse to the request without forfeiting EMD. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his EMD for a period of the extension.</p>
<b>Bid Security (EMD)</b>	2.9	<p>The bidder shall furnish, as part of his quotation, a bid security for the amount as shown in the table of Invitation for quotations for the particular work. This bid security shall be in favour of Roads and Bridges Development Corporation of Kerala Ltd, Preethi Buildings, M.V Road, Palarivattom, Cochin-25 and shall be:</p> <p>in the form of Banker's Cheque/ Bank Draft in favour of Roads and Bridges Development Corporation of Kerala Ltd payable at Ernakulam.</p> <p>Note: EMD in the form of an exemption certificate or Fixed Deposit Receipts or Bank Guarantees will not be accepted.</p> <p>Any quotation not accompanied by an acceptable bid security shall be rejected by the Employer as non-responsive.</p> <p>The bid security of the successful bidder will be returned when the bidder has signed the agreement and furnished the required performance security.</p>



The bid security may be forfeited:

- a. If the bidder withdraws the quotation after quotation opening during the period of quotation validity;
- b. In the case of a successful bidder, if the bidder fails within the specified time limit to
  - i. sign the agreement or
  - ii. furnish the required performance security

**Format and Signing of quotation.** 2.10

The quotations shall be printed, typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the quotations and where entries or amendments have been made shall be initialed by the person or persons signing the quotation.

The quotation shall contain no conditions alternatives or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the quotation.

These shall be addressed to the Employer at the following address:

Administrative officer  
Roads and Bridges Development Corporation of  
Kerala Ltd  
2<sup>nd</sup> Floor, Preethi Buildings, M.V.Road,  
Palarivattom, Cochin –682 025, KERALA.

Bear the following identification:

Quotation No.RBDCK/E2/UF/13/2020

Collection of user fee on contract basis from Road Over Bridge at Puliyanam for a period of one year from the reopening of the toll booth

**Affidavit** 2.10(a)

An Affidavit on required stamp paper as per the format in Section IV of the quotation document shall be submitted along with the quotation.

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**Employer's Right to Accept any quotation and to Reject any or All quotations.**

2.11

Notwithstanding anything contained in ITB, the Employer reserves the right to accept or reject any quotation and to cancel the bidding process and reject all quotations, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

**Performance Security**

2.12

Within the period specified in the Letter of Acceptance, the successful bidder shall deliver to the Employer a performance security for an amount equivalent to six installments of the contract price in the form of a Demand Draft drawn on any Scheduled Bank in favour of Roads and Bridges Development Corporation of Kerala Ltd, payable at Ernakulam.

OR

a Bank Guarantee as per format given by RBDCK from a scheduled Indian or foreign bank approved by the Reserve Bank of India. Performance Security Deposit will be returned only after the contract period and making all the payment as per contract.

If the performance security to be provided by the successful bidder is in the form of a bank guarantee, it shall be issued either (a) at the Bidder's option by a Scheduled Indian bank or (b) by a foreign bank located in India and acceptable to the Employer.

Failure of the successful bidder to comply with the requirements of Clause 2.12 of ITB shall constitute sufficient grounds for cancellation of the award and forfeiture of the bid security.

The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful bidder within the period stipulated in the Letter of Acceptance.

The Agreement will be signed upon the successful bidder furnishing the performance security. The Employer will then promptly notify the other bidders that their quotations have been unsuccessful and will return their bid security.

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**Structure and Organization of the Bidder (Attach in Separate Sheets)**

- 2.13
1. Name of Contractor  
Head Office Address  
Telex No.  
Telephone No.  
Fax No.  
Email.
  2. Main lines of Business
  3. Place and year of incorporation (attach copy of certificate of incorporation)
    - (1) Contractor may be an individual, a proprietary firm, partnership, limited company or corporation
    - (2) Particulars should be furnished separately for each partner/constituent
    - (3) Attach the organization chart showing the structure of the Organization
    - (4) Attach written power of Attorney to the signatory of the Bid

**SECTION – III**

**GENERAL CONDITIONS OF CONTRACT**

**Rate of User Fee to be Collected**

- 3.1 User fee shall be collected from mechanical vehicles using the transport facility viz. Road Over Bridge at Puliyanam for a period of one year from the reopening of the toll booth in accordance with the conditions set out below:

Type of Vehicle	Toll Rate per trip (Rs.)
Motor car, taxi jeep and pick-up vans	5.00
Light commercial vehicles	8.00
Bus	15.00
2-axle truck/tanker, Multi-axle truck/tanker	15.00

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- Compounding of User Fee** 3.2 For frequent users of the transport facility, user charges would be levied on the following basis:
- (a) For a return journey on the same day at the rate equal to one and a half (1.5) times the user fee for a single journey.
  - (b) For two return trips or more on the same day at a rate equal to 3 times the rate of a single journey.
  - (c) For a monthly pass - an amount equal to the aggregate user fee for 30 single journeys
- User Fee Collection is a stand alone package** 3.3 Collection of user fee on contract basis from Road Over Bridge at Puliyanam for a period of one year from the reopening of the toll booth is a standalone package that is, any vehicle paying user fee at any other bridges shall not be exempted from paying user fee at this points. Toll shall not be collected over the sanctioned rate.
- Vehicles Exempted from Paying User Fee** 3.4 No user fee shall be levied on the following vehicles
- (a) Two-wheelers, three-wheelers, and non-motorised vehicles;
  - (b) Vehicles passing through the toll booth but not using the above facility.
  - (c) Kerala Govt. vehicle, Govt. of India Vehicle, Defense vehicles or any other vehicle authorized in writing by RBDCK.
  - (d) All Kerala State Road Transport Corporation vehicles
  - (e) VIP vehicles and other special categories of vehicles notified by the Government from time to time.
  - (f) Ambulance and Fire Engines.
- User fee shall not be collected from following persons :President / Vice- President of India, Central / State Ministers, Opposition Party Leaders in the Lok Sabha, Rajya Sabha and State Legislature, Governors, Lt. Governors, Executive Councilors, Speakers, Chairmen of the Parliament, Rajya Sabha & State Assembly, Foreign Govt. Delegates for official visit to India.
- User Fee Receipts.** 3.5 The contractor shall print receipt for the user fee in the format approved by the RBDCK at the cost of the contractor and hand over the said receipt to the driver or owner or person in charge of the vehicle.
- Response to Disaster Management.** 3.6 The contractor shall temporarily stop the user fee collection, and keep open the tollbooth free for traffic in case of any emergency requirement as part of disaster management, at the cost of the



		contractor. The contractor shall not have any claim of compensation in this regard.
<b>Display of User fee Charges.</b>	3.7	The user fee charges shall be conspicuously displayed on boards erected at suitable places in the vicinity of the tollbooths legibly written or printed in English, Hindi and Malayalam at the cost of the contractor.
<b>Toll Booth Contractor to Inspect the Existing Facility.</b>	3.8	The user fee shall be collected only from Existing Toll booths.
	3.9	The bidders shall inspect the existing facilities at these stations. Any additional facility required for the smooth operation of the toll booth shall be arranged by the contractor at their own cost.
<b>Contractor to Ensure Uninterrupted Free Flow of Traffic.</b>	3.10	The Contractor shall ensure uninterrupted free flow of traffic at the tollbooths during the period of the contract. The Contractor has to appoint sufficient number of staff at his own expense to avoid any traffic congestion at the toll booth. The number of staff shall not be less than three at each tollbooth between 6.00 AM and 10.00 PM on all days. All the four lanes at each of the toll booth shall be kept open to traffic for the entire period between 6.00 AM to 10.00 PM. In case of queuing up of vehicles for more than 50 meters on any side, the contractor shall take immediate steps to ease the traffic including temporary stoppage of collection of toll at the cost of the contractor. Non compliance of this condition shall be treated as serious breach of the contract, which will be treated as sufficient reason for termination of the work.
<b>Ensure Minimum Inconveniences to the Road Users.</b>	3.11	The contractor should take necessary actions to ensure minimum delay and inconveniences to the road users. The contractor's staff shall deal with the passengers diligently.
<b>Arrangements for User Fee Collection</b>	3.12	Contractor has to make all arrangements other than what are existing at the tollbooths for the smooth running of user fee collection at his own expense. RBDCK has no liability in this regard.
<b>Traffic Safety Precautions.</b>	3.13	The contractor shall be responsible to ensure the traffic safety at the toll booths and shall provide proper lighting of toll booth, informatory/warning/caution signs, and suitable portable traffic lane separators with reflective tapes to clearly mark four lanes of traffic, boom barriers with reflective stop signals, flags, and reflectors wherever required. The contractor shall indemnify the employer in respect of any claims on account of any accidents at the tollbooth.



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- Safety of the Staff** 3.14 The contractor shall be responsible to ensure the safety of the staff employed by them. The staff shall be provided with uniforms with name plates as approved by RBDCK. They shall be provided with reflective jackets during night. The contractor shall indemnify the employer in respect of any claims on account of any accidents /loss to the staff employed for user fee collection.
- Contractor to Pay all the Operational and Incidental Charges** 3.15 All the operational and incidental charges for collection of user fee like wages and allowances of staff employed, electricity charges, stand by generator (to be arranged by the contractor) charges, and cost for safety arrangements as above etc. shall be borne by the contractor themselves failing which it will be treated as breach of contract and Managing Director, RBDCK has the right to take appropriate action.
- Bidder to Quote the Total price.** 3.16 Bidders shall quote the total amount offered to pay to RBDCK for the right for collection of user fee from ROB at Puliyanam for a period of one year from the reopening of the toll booth in the bid form given in section – IV, subject to various conditions enumerated in the bid document.
- Remittance of quotation Price to RBDCK** 3.17 The total fee shall be remitted to Roads & Bridges Development Corporation of Kerala Ltd. in 24 equal installments. Each installments from 2<sup>nd</sup> to 24<sup>th</sup> shall be remitted on the 15<sup>th</sup> and last day of every month. If any of the above days happens to be a holiday, remittance shall be made on the next working day. The first installment should be remitted on or before the date of handing over the site, otherwise the contract will be cancelled. The tax applicable shall also be remitted in addition to the bid price.
- 12% Interest for Delayed Payments.** 3.18 If the contractor has failed to remit amount as provided in Clause No.3.17, on the date specified, RBDCK will charge 12% interest on the amount due till the date of regularization after settlement of account or termination of contract whatever is applicable. In addition to this the Managing Director, RBDCK will be at liberty to charge a fine of Rs.1000/- per day of default extendable upto 100% of collection defaulted.
- Termination of Contract Due to Nonpayment.** 3.19 If any amount payable to RBDCK is not remitted before 15<sup>th</sup> day after it is due, the right of collection of toll will be terminated without further notice and the work will be re-arranged at the risk and cost of the contractor. The contractor will be liable for the loss if any, sustained to the RBDCK. This loss can be recovered from the security deposits or by Revenue Recovery action as per rules in force of Government of Kerala.



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- Delay in Award of Contract** 3.20 If the right for collection of toll is handed over for a period for a period of one year from the reopening of the toll booth the contractor will be allowed exemption for the period of delay on pro-rata basis. Contractor has no right to dispute or claim in this regard.
- Extension of Contract Period** 3.21 If the period of collection of toll is extended beyond one year from the date of handing over the site under any special circumstances, the contractor shall collect the toll under the existing terms and conditions and remit the amount due to RBDCK on a pro-rata basis. The Contractor shall execute a supplemental agreement in this regard and shall not raise any claim or disputes.
- Agreement to be Executed Within 7 Days.** 3.22 The bidder who got the right to collect toll has to execute an agreement on a required stamp paper along with a security deposit of the agreed sum, in the office of the Managing Director, within 7 days from the date of issue of letter of acceptance..
- Contract is Not Transferable.** 3.23 The Contractor shall not transfer / sublet his right of collection of toll to any other person under any circumstances.
- Right for Advertisement** 3.24 The contractor shall not exhibit any advertisement on the toll booth or in the premises. However RBDCK reserves the right to exhibit advertisements on the tollbooth or anywhere in the premises of tollbooth.
- Inspection by RBDCK** 3.25 The Managing Director, RBDCK or any other officer authorized by him has the right to inspect toll collection to ensure the compliance of contract conditions. Any instructions issued by such officers in writing shall be binding to the contractor. The Managing Director, RBDCK or his authorized representative reserves the right to take action against the contractor, in case of any noncompliance of the contract conditions. The Managing Director or officers authorized by him shall have power to enquire and to take appropriate action in case of any complaint arisen regarding toll collection.
- Rules Framed by Government** 3.26 Toll collection under this agreement will be subject to the provision of the Kerala Road Fund Act 2001 and any further amendments on the act.

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Terms and Conditions / Rules framed by the Govt./ Kerala Road Fund Board / RBDCK from time to time regarding toll collection is binding on the contractor and he has no right to dispute or to claim any compensation.

- The decision of Managing Director is Final** 3.27 The decision of the Managing Director, RBDCK shall be final on all matters relating to the contract, specifically mentioned herein or not.
- Non Performance of Contract by RBDCK** 3.28 The RBDCK reserves the right to cancel the contract at any stage by settling the payments on a pro-rata basis, if the RBDCK desires so. The contractor shall not have any right to dispute or to claim any compensation in this regard.
- Tollbooth to be Handed Over to RBDCK at the Expiry of Contract** 3.29 The tollbooth together with all traffic management devices, including those which are installed by the contractor shall be handed over to RBDCK in good condition at the expiry of the contract without any claims thereon.
- Court** 3.30 Not withstanding anything to the contrary, the courts at Ernakulam only shall have jurisdiction over any matter / disputes arising out of or relating to this agreement

### **SPECIAL CONDITIONS OF CONTRACT**

1. The contractor shall take possession of the site at his own cost on the date of handing over of the toll booth and, other properties of the Employer and keep and maintain neatly the same for and on behalf of the Employer according to its directions or on the directions of such persons authorized for the purpose by the Employer up to the expiry date of license or up to the date of taking possession of the site by the Employer and make alterations and changes as have been permitted and approved by the Managing Director, Roads and Bridges Development Corporation of Kerala Limited.
2. The contractor shall pay the sum of money therein before the date and time mentioned in the terms of Contract and in the manner aforesaid provided however in case of default the contractor shall:
  - a) Pay interest at the rate of 12% per annum on all amount not paid on the respective dates herein fixed for the payment, from the date on which such amount or amounts falls due for payment.



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- b) If the amount is not remitted before 15<sup>th</sup> day after it is due, the toll booth will be taken possession by the Employer, with all the other properties, without further notice and the work of toll collection re-arranged at the risk and cost of licensee as per provision of General conditions of this contract and according to all other conditions laid down by the Employer for the purpose of awarding the contract.
- c) Make good to the Government / Employer any loss caused due to re-tender or through departmental arrangements or by other agency arranged by the Employer owing to default on his part to fulfill all or any of the terms of this Agreement.
3. The contractor shall collect fees only at the rates mentioned in the rate schedule attached herewith and in all cases where demand is made, issue receipt for such payment.
4. The contractor shall In case of disputes under this deed it shall be submitted to the decision of the Managing Director, Roads and Bridges Development Corporation of Kerala Limited whose decision shall be final and legally binding on the licensee.
5. The contractor shall not be permitted to sublet in full or any part thereof, without first obtaining written consent of the Managing Director of the Employer.
6. The contractor shall keep the toll booth and approaches always in neat, sanitary worthy and presentable condition to the satisfaction of the Employer's officials authorized.
7. The contractor shall make his own arrangement to the safety of the properties like tollbooth furniture, electric installation etc., entrusted to the licensee.
8. The contractor shall not make or permit to be made, under any circumstances, any alterations or additions to the buildings used as toll booth, without previous consent in writing from the Managing Director of the Employer or other officials authorized, provided always that, in case, the licensee is permitted to make any alterations, the licensee shall not be entitled to any compensation..
9. The contractor shall further confirm that he shall without failure confirm to all rules prescribed from time to time for the management of the toll by the Employer and in the event of breach of any of the conditions of the contract, the contract shall be terminated subjected to the conditions of the termination therein prescribed.
10. The contractor shall pay charges as fixed by the Employer for the telephone, electricity and other utilities movable or immovable made available for the licensee.
11. The contractor shall pay the Employer such sums of money specified herein before the due date and time mentioned at the respective terms hereby fixed, for performing and observing the several conditions and stipulations herein, on his part as contained in the Contract. The



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licensee shall personally hold and enjoy the benefit of the said license and the liberties and privileges hereby granted, during the above term without any interruption by the company.

12. In the event of licensee failing to remit all or any of the installments of the fee collected on the respective dates fixed for payment thereof, it shall be lawful for the Managing Director, in addition to and without prejudice to the rights and remedies of the Employer, to adjust from time to time, as often as may be necessary, out of the said security deposit such sum of money equal to the amount remaining unpaid.
13. In the event of the licensee being guilty of breach of contract, due to non-observance of any or all terms and conditions herein contained or as said forth in the tender notification and on the part of licensee, to be performed and observed, it shall be lawful for the Managing Director to take appropriate steps in addition and without prejudice to the other rights and remedies of the Employer consequent to such breach or non-observance by the licensee, to enforce such terms and conditions found necessary to avoid any loss to the Employer on such account.
14. If the Security Deposit as a result of action taken by or on behalf of the Employer under such clause 12 and 13 above become less than the sum of performance security, the licensee on receipt of intimation in writing from the Employer shall be bound to pay forthwith such further sum or sums of money as may be necessary to bring the Security Deposit to the prescribed sum of six instalments.
15. On termination of the license under Clause 3.19 of General Conditions of Contract, the licensee will not be entitled to participate in any benefit that may be acquired thereafter, and without prejudice to any of the forgoing provisions, the Managing Director or his nominee shall have the power of taking over the toll booth and all the properties of the Employer / Government there to and collect the toll departmentally (directly by the Employer) or by other means or to re-tender the same or to act in such a manner that Employer may deem fit, and to recover from the licensee all or any loss, damages or expenses that the Employer may suffer or be put to by the section aforesaid.
16. All the sums found due from the licensee by virtue of these Contracts shall be realizable from the Licensee and his properties movable or immovable, under the provisions of Revenue Recovery Act, those being in force, as if such sums were being arrears of land revenue and by any other manner as the Employer / Government may deem fit.
17. All departmental officers in the rank of Manager and above in the Technical wing, Divisional accountant and above in the financial wing, Administrative Officer and Company Secretary in the Administrative wing of the Company, and others who are authorized by the Managing Director from time to time shall have the right to inspect the booth periodically and exercise any check on toll collection and other activities performed and make enquiry about the complaints from the public and toll collection agencies etc. if any.
18. All disputes and differences arising out of this Contract shall be settled only by Civil Court in whose jurisdiction this contract was entered into.
19. FORCE MAJEURE



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### 19.1 Force Majeure Events

- As used in this Agreement, Force Majeure Event means any of the events set out in sub articles 19.2 including the impact/ consequence thereof which:
- (a) is beyond the control of the Party claiming to be affected thereby (the “Affected Party”),
  - (b) prevents the Affected Party from performing or discharging its obligations under this Agreement; and
  - (c) the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence.

### 19.2 List of Events

- Any of the following events which prevents the Affected Party from performing any of its obligations for a continuous period of not less than 7 days from the date of its occurrence, shall constitute a Force Majeure Event:
- (a) Earthquake, flood, inundation, landslide;
  - (b) Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
  - (c) Fire caused by reasons not attributable to the Employer or the Contractor or any of the employees or agents of the Employer or the Contractor;
  - (d) Acts of terrorism;
  - (e) Strikes, riot, commotion, hartal, etc. not arising on account of the acts or omissions of the Employer or the contractor;

### 19.3 Obligations of the Parties

#### a. Obligation to Notify

- (i) As soon as practicable and in any case within 7 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other Party of the Force Majeure Event setting out, inter alia, the following in reasonable detail:
  - a) the nature and extent of the Force Majeure Event;
  - b) the estimated Force Majeure Period
  - c) the nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event.
  - d) the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby.
  - e) any other relevant information concerning the Force Majeure Event, and/or the rights and obligations of the Parties under this Agreement.
- (ii) As soon as practicable and in any case within 5 days of notification by the Affected Party in accordance with the preceding sub-article (i), the Parties shall meet, hold discussions in good faith and where necessary conduct physical inspection/survey of the Project / Project Facilities in order to:
  - a) assess the impact of the underlying Force Majeure Event,





- b) to determine the likely duration of Force Majeure Period and,
  - c) to formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations the performance of which shall have been affected by the underlying Force Majeure Event.
- (iii) The Affected Party shall during the Force Majeure Period provide the other Party with regular (not less than weekly) reports concerning the matters set out in the preceding sub-article (ii) as also any information, details or document, which the other Party may reasonably require.

(b) Performance of Obligations

If the Affected Party is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

- (i) the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
- (ii) the Affected Party shall make all reasonable efforts to mitigate or limit damage, if any, caused or is likely to be caused to the Project Facilities as a result of the Force Majeure Event and to restore the Project Facilities, in accordance with the Good Industry Practice and its relative obligations under this Agreement
- (iii) the Affected Party shall take all remedial measures including duly prosecuting and exhausting all such remedies available to the Affected party under the Applicable Laws;
- (iv) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Parties written notice to that effect and shall promptly resume performance of its obligations hereunder.
- (v) the Affected Party shall continue to perform such of its obligations which are not affected by the Force majeure Event and which are capable of being performed in accordance with this Agreement.

19.4 Liability for other losses, damages etc.

No Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event.

20. RBDCK reserves the right to collect toll directly upto 2 days in every quarter with the existing facilities of the contractor and the revenue and accounts will be handed over to the contractor at the end of toll collection. The contractor should provide necessary facilities for this activity and is not allowed to claim any sort of concession/compensation in this regard.



**SECTION - IV**

**FORM OF AFFIDAVIT**

(To be given on a required non-judicial stamp paper by all bidders)

1. I/We, the undersigned do hereby certify that all the statements made in the attachment are true and correct.
2. The undersigned hereby authorizes and requests any Bank, person, Firm or Corporation to furnish pertinent information deemed necessary and requested by the Roads and Bridges. Development Corporation of Kerala Ltd.
3. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Roads and Bridges Development Corporation of Kerala Limited (RBDCK).
4. The undersigned also hereby certifies that neither myself/ our firms/companies/ Joint Ventures / Associates Ms..... Nor any of its constituent partners/companies/Joint Ventures/Associates have abandoned any work in India nor any contract awarded to us for such work has been rescinded in the past five years.
5. The undersigned also hereby authorizes RBDCK and their authorized representative to conduct any inquiries or investigation to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical capability. This will also serve as authorization to RBDCK representative to contact in person or otherwise, any individual or authorized representative of any institution referred to in the supporting information and obtain such information as may be required by him to verify statements and information provided in this application, or with regard to the resources, experience and competence of the Applicant.
6. The undersigned understands that furnishing of false information could result in my disqualification.

(Signed by an Authorised Signatory of the Firm) \_\_\_\_\_

Name of Firm

&

Date

Title of Officer

**Managing Director**



CONTRACTOR

RBDCK