

**UTTAR PRADESH EXPRESSWAYS INDUSTRIAL  
DEVELOPMENT AUTHORITY  
(UPEIDA)**

**Collection of User Fees and Operation of Toll Plazas  
along with deployment of 12 number of Patrol-cum-  
Safety Vehicles along with  
required personnel manning these vehicles  
along Bundelkhand Expressway**

**REQUEST FOR QUALIFICATION- CUM-REQUEST  
FOR PROPOSAL  
(RFQ-CUM-RFP)**

**June 2026**

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**CHIEF EXECUTIVE OFFICER**

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**CONTENTS**

<b>S. No.</b>	<b>Contents</b>	<b>Page No.</b>
	<b>Invitation for Proposals</b>	7
<b>1</b>	<b>Introduction</b>	8
1.1	Background	9
1.2	Brief description of Bidding Process	10
1.3	Schedule of Bidding Process	10
1.4	Pre-Bid Conference	10
1.5	Amendment to RFQ-cum-RFP	10
<b>2</b>	<b>Instructions to Bidders</b>	11
2.1	General terms of Bidding	11
2.2	Eligibility of Bidders	11
2.3	Cost of Bidding	14
2.4	Non-Refundable Bid Processing Fee	14
2.5	Bid Security	14
2.6	Site Visit & Verification of Information	14
2.7	Verification and Disqualification	15
2.8	Documents to be Submitted along with Application	16
2.9	Rejection of Bids	18
<b>3</b>	<b>Evaluation of Bids</b>	20
3.1	Opening and Evaluation of Bids	20
3.2	Test of Responsiveness	20
3.3	Technical Evaluation	21
3.4	Selection of Bidder	21
3.5	Contacts during Bid Evaluation	22
3.6	Period of Contract for User fee collection rights	22
3.7	Signing of Contract	23
<b>4</b>	<b>Fraud and Corrupt Practices</b>	24
<b>5</b>	<b>Miscellaneous</b>	26
	<b>Appendices</b>	27
<b>I</b>	<b>Letter comprising the Application</b>	28
	<b>Annexure-I Details of Bidder</b>	32
	<b>Annexure-II Technical Capacity of Bidder</b>	34

<b>Annexure-III Financial Capacity of Bidder</b>	<b>35</b>
<b>Annexure-IV Statement of Legal Capacity</b>	<b>36</b>
<b>Annexure-V Affidavit on Litigation/Arbitration History</b>	<b>37</b>
<b>Annexure-VI Certificate w.r.t. Bidders from border sharing Countries.</b>	<b>39</b>
<b>II Bank Guarantee for Bid Security</b>	<b>40</b>
<b>III Power of Attorney for Signing of Bid</b>	<b>43</b>
<b>IV Power of Attorney for Lead Member of Consortium</b>	<b>45</b>
<b>V Joint Bidding Agreement for Consortium</b>	<b>47</b>
<b>VI Format of Financial Proposal</b>	<b>52</b>
<b>SCHEDULES</b>	<b>53</b>
<b>I (a) UTTAR PRADESH EXPRESSWAY (LEVY OF TOLLS AND FIXING OF FEES AND REALISATION THEREOF) (FOURTH AMENDMENT) RULES, 2017 DATED 15.12.2017, AND SEVENTH AMENDMENT (RULES, 2020) DATED 07.08.2020</b>	<b>54</b>
<b>I (b) Toll Rates for Bundelkhand Expressway for Various Category of Vehicles in FY 206-27</b>	<b>91</b>
<b>II Not Applicable</b>	<b>110</b>
<b>III Key Personnel</b>	<b>111</b>
<b>IV FORMAT FOR DETAILS OF PERSONNEL TO BE DEPLOYED</b>	<b>116</b>
<b>V MONTHLY USER FEE COLLECTION STATEMENT</b>	<b>117</b>
<b>VI Format of Bank Guarantee</b>	<b>119</b>
<b>VII DELETED</b>	<b>121</b>
<b>VIII Sample calculation of Revised Remittance</b>	<b>122</b>
<b>IX Format for Placard at each User Plaza / Booth</b>	<b>123</b>
<b>Attachments</b>	<b>124</b>
<b>Attachment – I Draft Form of Contract</b>	<b>125</b>
<b>Attachment – II Supplementary Agreement</b>	<b>149</b>
<b>Attachment – III Ministry of Finance, GoI order dated 23.07.2020 for Bidders from border sharing Countries</b>	<b>157</b>
<b>Attachment – IV Vehicle wise Traffic Data of Bundelkhand Expressway</b>	<b>169</b>

**Request for Qualification-cum-Request for Proposal  
(RFQ-CUM-RFP)**



### Disclaimer

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

This RFQ-CUM-RFP is not an Agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFQ-CUM-RFP is to provide interested parties with information that may be useful to them in the formulation of their Bid for the Project pursuant to this RFQ-CUM-RFP (the “**Bid**”). This RFQ-CUM-RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFQ-CUM-RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ-CUM-RFP. The assumptions, assessments, statements and information contained in this RFQ-CUM-RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFQ-CUM-RFP and obtain independent advice from appropriate sources.

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ-CUM-RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ-CUM-RFP and any assessment, assumption, statement or information contained therein or deemed to form part for pre-qualification of Bidder(s) and evaluation of financial Bids of the Bidders for participation in the Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFQ-CUM-RFP.

The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFQ-CUM-RFP.

The issue of this RFQ-CUM-RFP does not imply that the Authority is bound to select and qualify Bidders for evaluation of financial proposal or to appoint the selected Bidder or Contractor, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

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

## **INVITATION FOR PROPOSALS**

## 1. INTRODUCTION

### 1.1 Background

Uttar Pradesh Expressways Industrial Development Authority (UPEIDA), on behalf of Government of Uttar Pradesh has developed the Access Controlled Bundelkhand Expressway (hereinafter referred as the “Project Expressway”) on EPC mode not only to reduce the travel time between Bundelkhand area and national capital Delhi through Agra-Lucknow Expressway and Yamuna Expressway but also to open up the avenues for industrial and urban development of the region which in turn shall add to a new dimension to the progress of the State of Uttar Pradesh. The length of the Expressway is 296.07 km. The Expressway was inaugurated on 16 July 2022 and is in operation since then. In continuation to achieve its objective and provide state of art facilities to road Tolls along the Expressway, the Government of Uttar Pradesh through UPEIDA had Commenced tolling for the Expressway from 27.07.2023. The Government of Uttar Pradesh through Uttar Pradesh Expressways Industrial Development Authority (UPEIDA) (hereinafter referred as the “Authority”) has decided to carry out the Bidding process for selection of an entity as the “Bidder” to whom the Project may be awarded for Collection of User Fees and Operation of Toll Plazas along the Project Expressway (hereinafter referred as the “Project”).

Name of the Project	Number of Toll Plazas	Annual Potential Collection
Collection of User Fees and Operation of Toll Plazas along with deployment of 12 number of Patrol-cum-Safety Vehicles along with required personnel manning these vehicles along the Bundelkhand Expressway	2 Main Toll Plazas and 11 Ramp Plazas (120 Lanes)	<p><b>Rs.175.00.</b> (The bidder shall be required to make their own assessment for the Annual Toll Collection for submitting their financial bid.)</p> <p>The period of Contract shall be 02 (Two) years. Extendable for a maximum period of additional 06 (six) months, at the discretion of the Authority. The amount payable after first year and onwards shall escalate @ of 10% (ten percent) per annum on year-on-year basis.</p>

1.1.1 The interested Bidders who wish to apply in response to this RFQ-cum- RFP are invited to submit their Applications as prescribed hereunder.

1.1.2 Vehicle wise Traffic Data from January, 2024 to May, 2026 is given as Attachment-IV, for reference purpose. However, the assessment of actual quantum of User fee collection shall be made by the Bidder. The amount of Annual Potential Collection indicated as above is indicative only.

1.1.3 The Bidders are required to quote for the first-year revenue committed to UPEIDA. The assessment of actual quantum of User fee collection, shall have to be made by the Bidders. The amount payable after first year and onwards shall escalate @ of 10% (ten percent) per annum on year-on-year basis.

## 1.2 **Brief description of Bidding Process**

121 The Authority has adopted a single-stage, two envelope e-tendering Bidding process (referred to as the “Bidding Process”) for selection of the Bidder for award of the Project. The first envelope (the “Qualification Stage”) of the process involved pre-qualification of interested parties/ Consortium in accordance with the provisions of the RFQ-CUM-RFP. At the end of the Qualification Stage, the Authority shall open/download the second envelope, the “**Bid**”, of short-listed Bidders who are eligible for participation in this stage of the Bidding Process (the “**Bid Stage**”).

122 **Qualification stage**, the Bidders would be required to furnish all information specified herein on the e-procurement portal <https://etender.up.nic.in> as per requirements of this RFQ-cum-RFP document. The Qualification stage is aimed at evaluating/ establishing Technical and Financial Capacity to establish eligibility of the Bidders.

123 **Financial evaluation stage**, at the end of the Qualification stage, financial Bids/e-quotation of qualified Bidders shall be opened and evaluated to identify the successful Bidder.

124 Any queries or requests for additional information concerning the RFQ- cum-RFP document shall be submitted in writing and by e-mail (in PDF as well as word format) to the officer designated below. The envelope/communication shall clearly bear the following identification/title:

**RFQ-cum-RFP “Collection of User Fees and Operation of Toll Plazas along with deployment of 12 number of Patrol-cum-Safety Vehicles along with required personnel manning these vehicles along the Bundelkhand Expressway”**

125 Each of the communication and the Bid proposal shall be addressed to:

**Chief Executive Officer**

**Uttar Pradesh Expressways Industrial Development Authority (UPEIDA)**

**5th Floor, A-Block, PICUP Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh 226010**

Phone: 0522-4004523 / 4004527

Email: [upeida2@gmail.com](mailto:upeida2@gmail.com)

## 126 **Contact Person:**

1- Anup Srivastava, Sr. Advisor (Procurement), UPEIDA. Mob.: 9415527175.

2- B.S. Dube, Advisor (Procurement), UPEIDA. Mob.: 9415088198.

3- N.C. Gupta, Advisor (Procurement), UPEIDA. Mob.: 7355102441.

### 1.3 Schedule of Bidding Process

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

Sl. No	Event Description	Date (Unless otherwise notified separately)
1.	Issue of Bid Document Online	09.06.2026
2.	Last date for receiving queries	15.06.2026 upto 17:00 Hrs.
3.	Pre-Bid Conference	18.06.2026 at 16:00 Hrs. at UPEIDA Office
4.	Authority response to queries latest by	23.06.2026
5.	Bid Due Date (online)	08.07.2026 till 16:00 Hrs.
6.	Submission of Hardcopy of Technical Proposal/ Bid along with submission of proof of deposit of Document Fee and Bid security.	09.07.2026 till 14:00 Hrs, at UPEIDA Office
7.	Online Opening of Technical Bids	09.07.2026 at 16:00 Hrs.
8.	Online Opening of Financial Bids	To be intimated separately
9.	Validity of Bids	120 days from Bid Due Date

### 1.4 Pre-BID CONFERENCE

The date, time and venue of the Pre-Bid Conference shall be as per the schedule of Bidding Process.

### 1.5 Amendment OF RFQ-CUM-RFP

a) At any time, The Authority may for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the RFQ-cum-RFP by issuing an Addendum. It is binding on the Bidder to provide requisite information as per the Addendum and within the time prescribed, otherwise, the application shall be rejected and/or the Bidder shall be removed from the list of pre-qualified Bidders.

b) Any Addendum/Clarification issued hereunder shall be hosted on the e-procurement portal <https://etender.up.nic.in>

## **2. INSTRUCTIONS TO BIDDERS**

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

2.1.1 No Bidder shall submit more than one Bid for the project. A Bidder Bidding individually or as a member of a consortium shall not be entitled to submit another Bid either individually or as a Member of any other consortium, as the case may be. In case of violation of this clause, the Bid Shall be declared non-responsive.

2.1.2 Notwithstanding anything to the contrary contained in this RFQ-cum-RFP, the detailed terms specified in the Draft Contract Agreement shall have overriding effect, provided however, that any conditions or Obligations imposed on the Bidder hereunder shall continue to have effect in addition to its Obligations under the contract Agreement.

2.1.3 The Bids shall be submitted online in the separate prescribed format, clearly indicating the amount to be paid to the Authority, in Indian Rupees, digitally signed in electronic form by the Bidder. The Bid shall consist of the yearly Revenue Share to be quoted by the Bidder, payable to the Authority on weekly basis, as per terms and conditions of this RFQ-cum-RFP and provisions of the Contract Agreement.

2.1.4 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid non-responsive.

2.1.5 The Bid and all communications in relation to or concerning the Bidding documents and shall be in English language.

2.1.6 The document including RFQ-cum-RFP and all attached Documents, provided by the authority are and shall remain or becomes the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and submission of the Bid in accordance with this RFQ-cum- RFP. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Provisions of this clause shall also apply mutatis mutandis to Bids and all other documents Submitted by the Bidders and the authority will not return to the Bidders any Bid, document or any Information provided along therewith.

2.1.7 This RFQ-CUM-RFP is not transferable

2.1.8 Any award of work/ contract pursuant to this RFQ-cum-RFP shall be subject to terms of Bidding

### **2.2 Eligibility of Bidders**

2.2.1 For determining the eligibility of Bidders for their qualification hereunder, the following shall apply

I. The Bidder may be

(a) Company registered under the companies act, 1956/2013

- (b) Partnership firm registered under the Indian Partnership Act, 1932 or LLP Act, 2008
- (c) Cooperative Society/Ex-Servicemen Society registered under any Cooperative Societies Act (of any state in India) or Multi State Cooperative Societies Act, 2002 (of any state in India) or under Mutually Aided Cooperative Societies Act (of any state in India), or
- (d) Proprietary Firm

II. The Bidder can submit a Bid, as a single entity or group of entities, limited to maximum number of three (3) entities in a consortium, (“**Consortium**”). However, at the time of submission of Bid, no Bidder submitting the Bid, individually or as a member of a Consortium, as the case may be, can be a member of another Consortium/Bidder. The term Bidder use herein would apply to both a single entity and a Consortium. Where the entities have common Promoters/Directors, there shall be no conflict of interest (Common shareholding shall not exceed 25%).

III. Requirement of the Consortium–

- a) The group of entities forming the consortium will submit a Consortium Agreement providing details of percentages share of each constituent entity in the consortium of the partners to joint and several liabilities for due performance etc.
- b) The consortium partners would be limited to three.
- c) The lead partner must have more than 50% share in the consortium and should meet Net Worth requirement in proportion to the share
- d)
- e) The Net Worth of each individual entity will be applied to the extent of its share in consortium for calculation of combined Net Worth of the consortium.
- f)
- g) The application submitted shall include all the information as required under the provisions of this RFQ-cum-RFP for each partner and shall be submitted by lead partner with binding authorization/POA from other partners.
- h)
- i) Statutory Auditor (SA) or Chartered Accountant (CA) (if SA is not applicable), of the lead member shall also certify the combined Net Worth of the consortium, besides certificates of Net Worth of individual entities of the consortium.

IV. The Bidder (sole firm or lead firm and any of the Consortium partners) who have been debarred by the Authority or any other Central/State Government Organization and the debarment is in force as on last date of submission of proposal, need not apply as their Bid will not be entertained.

V. A Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty (other than the penalty imposed on account of delays in paying the remittances) by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.



### 2.2.2 **Technical Capacity of the Bidders** for eligibility shall be as under

a) For demonstrating minimum required experience (the “**Technical Capacity**” or “**Threshold Capacity**”), the Bidder, over the past 5 (five) financial years i.e., 2021-22, 2022-23, 2023-24, 2024-25 and 2025-2026 must have at least *“collected revenues and managed Toll Plaza operations for Highways/Expressways of at least 4 lanes or above, such that combined length of Eligible Projects presented against Technical Capacity shall be greater than or equal to 100 kms of Highways / Expressways of at least 4 lanes or above”*.

For consideration of project as “**Eligible Project**”, length of each Highway/Expressway project shall be greater than or equal to **50 km**, with at least 4 lanes or above.

Further, Eligible Projects shall be Project(s) with separate contract/concession under which rights have been granted for collection of revenues and management of toll plazas. For avoidance of doubt, if for an Eligible Project of length 50 km or more, a bidder collected and managed Toll Plazas for atleast 03 (Three) months over the past 5 (five) financial years i.e., 2021-22, 2022-23, 2023-24, 2024-25 and 2025-2026 under the same contract / concession (with or without extension of contract), the same shall be considered as a Single Eligible Project.

Further, if the Bidder has collected revenues from the same eligible project under different contract agreements at different times through competitive biddings, then the experience of the bidder for such projects shall be considered separately for separate Contract Agreements for assessing the technical capacity of the bidder for eligibility.

b) The Bidder, over the past 5 (five) financial years must have at least “collected revenues and managed Toll Plaza operations for at least one Highway/Expressway on a stretch of length more than 150 km. of at least 4 lanes or above for a continuous period of at least one year”.

### 2.2.3 **Financial Capacity of the Bidders** for eligibility shall be asunder

a) The Bidder shall have a minimum Net Worth (the “**Financial Capacity**” of Rs. 40 crores (Rupees Sixty crore only) as at the close of the FY 2024-25.

b) Shall have a positive Net Cash Accrual during any two financial years of the last three (3) financial years i.e., 2022-23, 2023-24 and 2024-25. Net Cash Accruals shall mean Profit after Tax + Depreciation.

c) Net Worth shall mean, (Subscribed & Paid-Up Equity + Free Reserves). The reserves created out of revaluation of assets, right back of depreciation and amalgamation should not be included in the aforesaid calculation.

d) In case of Partnership firm/Proprietor ship firm, the Net Worth of the firm and not of the individual partners shall be considered. **In case, of Consortium, the Net Worth of each individual entity will be applied to the extent of its share in the consortium for calculation of combined Net Worth.**

### 2.3 Cost of Bidding

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

### 2.4 Non-Refundable Bid Processing Fee

The Bidder shall submit Non-Refundable Bid processing Fee of Rupees One Lakh Eighteen Thousand (Rs. 1,18,000) only inclusive of GST through RTGS/NEFT/Deposit in the Account of UPEIDA (Bank Name- Punjab National Bank, Halwasia Branch, Hazratganj, Lucknow, Account Type-Saving; Account No- 0294000110136155; IFSC: PUNB0029400), before the Bid Due Date. The proof of the same shall be uploaded along with the **Technical Proposal** of the Bid on the e-tendering portal and a copy of the same should be provided in the office of UPEIDA as per schedule indicated in clause-1.3.

### 2.5 Bid Security

a) The Bidder shall deposit a Bid Security of Rs. 1,50,00,000/- (Rupees One Crore Fifty Lakh Only) in accordance with the provisions of this RFQ-CUM- RFP. The Bidder has the option to provide the Bid Security either through RTGS/NEFT/Deposit in the aforesaid account of UPEIDA mentioned in clause 2.4 above or in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix–II.

b) The validity period of the Bank Guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, , and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 60 (sixty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Contract Agreement.

c) The Selected Bidder's Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions of the RFQ-cum-RFP and Contract Agreement. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Concession Agreement.

d) The Performance Security for the Project shall be an amount equal to one (1) month agreed Revenue share), valid for a period of 30 (Thirty) months from the Date of LOA.

### 2.6 Site Visit and Verification of Information

a) Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

b) It shall be deemed that by submitting a Bid, the Bidder has:

- made a complete and careful examination of the Bidding Documents;
  - received all relevant information requested from the Authority;
  - accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to above;
  - satisfied itself about all matters, things and information including matters referred to herein above necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations the reunder;
  - acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Contract Agreement by the Contractor;
  - acknowledged that it does not have a Conflict of Interest; and
  - agreed to be bound by the undertakings provided by it under and in terms hereof.
- c) The Traffic Data of the project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Traffic Data shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Traffic Data.

## **2.7 Verification and Disqualification**

2.7.1 The authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ-cum-RFP or the Bidding documents and the Bidder shall, when so required by the authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the authority thereunder.

2.7.2 The Authority reserves the right to reject any Bid and appropriate the Bid security if:

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

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified

/ rejected. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to:

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

2.7.3 In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the authority, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Contractor either by issue of the LOA or entering into of the Contract Agreement, and if the selected Bidder has already been issued the LOA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ-CUM-RFP, be liable to be terminated, by a communication in writing by the authority to the selected Bidder or the Contractor, as the case may be, without the authority being liable in any manner whatsoever to the selected Bidder or Contractor. In such an event, the authority shall be entitled to forfeit and appropriate the Bid security or performance security, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the authority under the Bidding documents and/ or the Contract Agreement, or otherwise.

## **2.8 Documents to be submitted along with Bid**

I. The Bidders should furnish in the format at appendix(s) of this RFQ-cum- RFP duly signed by the authorised signatory. The certificate from the Statutory Auditors (SA) of the Bidder certifying the Net Worth and the technical experience or Chartered Accountant in absence of SA shall also be submitted by the Bidder.

### **II. DELETED**

III. The Bidder shall attach copies of the balance sheet and financial statement for preceding three financial years on the basis of which cash accruals and Net Worth has been calculated. The financial statement shall reflect the financial situation of the Bidder, be audited by SA/CA as applicable, corresponding to accounting periods already completed and audited.

- Certified copy of the latest income tax return duly acknowledged by the income tax department.
- Certified copy of the certificate of enrolment of the SA/CA with ICAI.
- Certified copy of the certificate of the valuer (if applicable)
- Statement of legal capacity as per the appendix of the RFQ-cum- RFP
- Power of attorney duly notarized favouring authorised representative from the lead member of the consortium in the format given at the appendix of the RFQ-cum-RFP

- A statement in the form provided under appendix to the RFQ-cum- RFP
- In case the Bidder is a partnership firm, attested copies of partnership deed with certificate of registration
- In case of a cooperative society, an attested copy of by-laws and registration certificate
- In case of a company, an attested copy of the certification of incorporation and certificate of commencement of business (if applicable)
- Affidavit from the Bidder that the Bidder is not involved in any litigation with the authority as per format prescribed at appendix of the RFQ-cum-RFP
  - For partnership firms, an affidavit from all partners, that the Bidder or its partners are not involved in any litigation with the authority
  - In case of company, a board resolution that the Bidder or any of its directors are not involved in any litigation with the authority
  - In case of individual/propriety firm, affidavit from the individual, that the Bidder is not involved in any litigation with the authority
- In case there is any pending dispute with the Authority/NHAI/Government(state/union)/Govt undertaking and the eligible Bidder, same shall be provided.
- Documents relating to the consortium
- BID security
- BID processing fee for costs of RFQ-cum-RFP
- Certificate as per Annexure-VI (ie. pertaining to restriction on public procurement for bidder of neighboring countries)

2.8.1 The Bidder shall submit the Bid on-line through e-Tender portal <https://etender.up.nic.in> which shall comprise scanned copies of following documents by the stipulated date and time:

### **E- Cover-1**

Envelope “A” – **Technical Proposal**’ shall contain:

- (i) Bidder information in the prescribed format as per the Appendixes along with all Annexures and required supporting documents;
- (ii) Bank Guarantee for Bid Security; Appendix-II
- (iii) Power of Attorney for signing the Bid as per the format at Appendix-III;
- (iv) If applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-IV;
- (v) Copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the

format at Appendix-V;

- (vi) Duly signed Draft form of Contract, certifying that the Bidder understands and accepts the terms and conditions of the Contract.
- (vii) Copies of Bidder's duly audited balance sheet and profit and loss account for the preceding five (5) years, (summary only);
- (viii) Proof of submission of the cost of the Bid processing fee and Bid Security.

## **E- Cover-2**

Envelope "B" – "**Financial Proposal**" or "**Bid**" (only online in BOQ format) shall contain:

Post submission of the Cover-I on the e-tender portal, the Bidder shall quote its financial proposal "Bid" in the BOQ format prescribed (as Appendix-1, Annexure-VI) on the e-tender portal in Cover-II before the Bid Due Date. The Financial Proposal should not be submitted along with the Technical Proposal.

Before submission of online financial Bid, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the Bid.

Invitation for RFQ-CUM-RFP Notice/RFQ-CUM-RFP Document/Draft Form of Contract Agreement can be downloaded from the website <https://etender.up.nic.in>. The document downloaded from the website shall not be tempered. If any tempering is detected before signing of the agreement, the Bid security of the Bidder shall be forfeited and the Bidder shall be debarred for a period of one year for Bidding in the Authority.

The Bidder shall place the scanned original documents uploaded on the e- portal. In case of any discrepancy between the documents as submitted online and provided in physical form, the Bid shall be evaluated on the basis of the Bid submitted online.

2.8.2 The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

## **2.9 Rejection of Bids:**

2.9.1 Notwithstanding anything contained in this RFQ-cum-RFP, the authority reserves the right to reject any or all Bids and to annul the Bidding process at any time without any liability or any  
Obligation for such acceptance, rejection or annulment, and without assigning any reason therefor. In the event that the authority rejects or annuls all the Bids, it may, in its discretion, invite all Eligible Bidders to submit fresh Bids hereunder.

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

2.10 The authority shall be entitled to forfeit and appropriate the Bid security as damages *inter alia* in any of the events specified in clause 2.11. The Bidder, by submitting its Bid

pursuant to this RFQ-cum-RFP, shall be deemed to have acknowledged and confirmed that the authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid Validity as specified in this RFQ-cum-RFP. No relaxation of any kind on Bid security shall be given to any Bidder.

2.11 The Bid Security shall be forfeited as damages without prejudice to any other right or remedy that may be available to the authority under the bidding documents and/ or under the concession agreement, or otherwise, if

- (a) a Bidder submits a non-responsive Bid;
- (b) a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;
- (c) a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- (d) the Selected Bidder fails within the specified time limit-
  - (i) to sign and return the duplicate copy of LOA; or
  - (ii) to sign the Contract Agreement; or
  - (iii) to furnish the Performance Security within the period prescribed therefor in the Contract Agreement.
- (e) the Selected Bidder, having signed the Contract Agreement, commits any breach there of prior to furnishing the Performance Security.

### **3. EVALUATION OF BIDS**

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

3.1.1 Opening of Bids will be done through online process. The Authority shall open online Bids as per schedule mentioned in clause 1.3 on the Bid Due Date, in the presence of Bidders who chose to attend. The Authority will examine and evaluate the Bids in accordance with the provisions set out in this Section-3.

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

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

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

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

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

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

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

- (a) it is received as per the format and forms at Appendix-I to Appendix- VI
- (b) it is received by the Bid Due Date including any extension thereof, as granted by the Authority
- (c) Cover-1 Technical Proposal is signed, complete as the required Appendixes, Annexures, supporting documents and as stipulated in this RFQ-cum-RFP document and uploaded on the e-tender portal before the Bid Due Date
- (d) it is accompanied by the Bid Security;
- (e) it is accompanied by the Power(s) of Attorney as specified in this RFQ- CUM-RFP
- (f) it contains all the information (complete in all respects) as requested in this RFQ-CUM-RFP and/or Bidding Documents (in formats same as those specified);



- (g) it does not contain any condition or qualification; and
- (h) it is not non-responsive in terms and conditions laid out in this RFQ- cum-RFP.
- (i) it is accompanied with Bid Processing Fee of as prescribed in this document and submitted in original at the office of UPEIDA before the Bid Due Date

### 3.3 Technical Evaluation

33.1 All responsive bids shall be evaluated in terms of the clause 2.2.2 **Technical Capacity of the Bidders for eligibility** and clause 2.2.3 **Financial Capacity of the Bidders for eligibility**.

33.2 Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Joint Venture. In other words, no double counting by a Joint Venture in respect of the same experience shall be permitted in any manner whatsoever.

33.3 The Bidder should furnish the details of Eligible Experience for the last 5 (five) financial years 2020-21, 2021-22, 2022-23, 2023-24 and 2024-25.

33.4 The Bidders must provide the necessary information relating to Technical Capacity as per format at Annexure-II of Appendix-I.

33.5 The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity.

33.6 The credentials of eligible Bidders shall be measured in terms of their Experience. In case of a Joint Venture, the Experience of the Lead Member including other members shall be the Aggregate Experience of the Joint Venture.

33.7 All Bidders who fulfill the conditions of eligibility specified in Clause 2.2.2 and meet the other conditions specified in this RFQ cum RFP shall be eligible for opening of their Financial Bid.

### 3.4 Selection of Bidder

34.1 The Financial Bid of only those Bidders who qualify in terms of Clause 3.3, shall be opened at the date and time to be specified by the Authority in the presence of the representative of the qualified Bidders, who choose to be present.

34.2 Subject to the provisions of Clause 2.7 and Clause 2.9, the Bidder who offers the highest **“Revenue Share”**, (*Amount to be paid by the Bidder to the Authority for the First Year of Contract*), shall be declared as the Selected Bidder (the **“Selected Bidder”**).

34.3 Deleted.

34.4 In the event that two or more Bidders quote the same amount of highest Revenue Share to the Authority, (the **“Tie Bidders”**), the Authority shall identify the Selected Bidder by inviting the Tie Bidders for second round of Bidding. In the eventuality that any of the Tie Bidders quotes a Revenue Share lower than the one quoted earlier, the Bid of such a Bidder

shall stand disqualified. The opening of the financial quote of the Tie Bidders shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend. The same is to be repeated till the time the Highest Bidder is identified.

345 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the “first round of Bidding”), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the “second round of Bidding”). If in the second round of Bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of Bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of Bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of Bidding offer to match the said Highest Bidder in the second round of Bidding, the said third highest Bidder shall be the Selected Bidder.

346 In the event, that no Bidder offers to match the Highest Bidder in the second round of Bidding as specified in Clause 3.4.5, the Authority may, in its discretion, invite fresh Bids (the “third round of Bidding”) from all Bidders except the Highest Bidder of the first round of Bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of Bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of Bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of Bidding.

347 After selection, Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.

348 After acknowledgement of the LOA as aforesaid, the selected bidder shall submit Performance Security within 3 Days and thereafter shall execute the Contract Agreement within 3 Days of submitting the Performance Security. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract Agreement.

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

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

### **3.6 Period of Contract**

361 The Contract shall be for 02 (Two) years, which on the discretion of the Authority may be extended for a maximum of additional 06 (Six) months. However, in case of Authority deciding to pursue the project on TOT/OMT or any other mode, the Authority

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

362 Deleted

### **3.7 Signing of Contract; Taking over of Toll Plaza & Starting of User fee collection**

After submission of the Performance Security, the Successful Bidder shall be required to sign the contract in the form of contract prescribed herein within 3 (Three) days from the date of submission of the Performance Security and after signing the contract, the successful Bidder shall be required to take over the Toll Plaza and start the User fee collection within 2 (Two) days of date of signing the Contract or within the date as may be prescribed by the Authority in LOA. Within 28 days of the date of signing of contract or within such period as provided in the applicable law, whichever is shorter, the successful Bidder shall have the same engrossed, have the correct Stamp Duty as adjudicated by the Inspector General of Registrations, Uttar Pradesh and applicable registration fee paid, and return the same duly signed and executed to the Authority. Successful Bidder's failure to sign the Contract, take over the Toll Plaza and start User fee collection within the period stipulated above shall result in forfeiture of the Performance Security.

Further, if the Contractor fails to get the Contract engrossed, have the correct Stamp Duty as adjudicated by the Inspector General of Registrations, Uttar Pradesh and applicable registration fee paid, and return the same duly signed and executed to the Authority, within the stipulated time, the Performance Security shall be encashed for the amount equal to the amount of stamp duty and registration fee along with interest @ 9.5% per annum for the delayed period. The Contractor shall be required to refurbish the Performance Security with the amount thus encashed by the Authority. The amount so encashed shall be refunded to the contractor only after their depositing the required Stamp Duty, Registration Fee and interest with the Concerned Authority and refurbishing the Performance Security.

#### 4. FRAUD AND CORRUPT PRACTICES

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Contractor, as the case may be, if it determines that the Bidder or Contractor, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract Agreement, or otherwise.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Contract Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract Agreement, such Bidder or Contractor shall not be eligible to participate in any tender or RFQ-CUM-RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.1.15 of this RFQ-CUM-RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

(b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

- (c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **5. MISCELLANEOUS**

5.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

5.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Bidder in order to receive clarification or further information;
- (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/or
- (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

5.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

5.4 The selected Bidder shall have to give priority to local youth (including women) for employment w.r.t. Operation & Maintenance of Toll Plazas/Booths and other works.

## **APPENDICES**

APPENDIX-I

**Letter Comprising the Application**

To

**Chief Executive Officer**

**Uttar Pradesh Expressways Industrial Development Authority (UPEIDA)**

**5<sup>th</sup> Floor, A-Block, PICUP Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh 226010**

Phone: 0522 4004523/4004527

Email: [upeida2@gmail.com](mailto:upeida2@gmail.com)

**Subject: Bid for the “Collection of User Fees and Operation of Toll Plazas along with deployment of 12 number of Patrol-cum-Safety Vehicles along with required personnel manning these vehicles along the Bundelkhand Expressway”**

Dear Sir,

With reference to your RFQ-CUM-RFP document published online on e-tender portal viz, [http:// etender.up.nic.in](http://etender.up.nic.in) (Tender Id No....) I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Contractor for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

3. This statement is made for the express purpose of our selection as Contractor for the construction of Project Facilities, minor and major maintenance works, operation and maintenance of the aforesaid Project.

4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.

5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. I/We certify that We (sole firm or lead firm and any of the Consortium partners) have not been presently debarred by the Authority or any other Central/State Government Organization and no debarment is in force as on date of submission of proposal.

I/We further certify that We (sole firm or lead firm and any of the Consortium partners), during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or



arbitration award against us, nor been expelled from any project or agreement nor have had any agreement terminated for breach by us.

7. I/ We declare that:

(a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and

(b) I/We do not have any conflict of interest in accordance with of the RFQ-CUM-RFP document; and

(c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFQ-CUM- RFP document, in respect of any tender or Request for Qualification-cum- Request for Proposal issued by or any Agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

(d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFQ-CUM-RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

(e) the undertakings given by us along with the Technical Proposal in response to the RFQ-CUM-RFP for the Project are true and correct as on the date of making the Bid and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with of the RFQ-CUM-RFP document.

9. I/ We believe that we/ our Consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFQ-CUM-RFP document.

10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.

11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Authority or convicted by a Court of Law.

13. I/ We further certify that no investigation by a regulatory authority is pending either

against us or against our Associates or against our CEO or any of our directors/managers/employees.

14. I/ We acknowledge and undertake that our Consortium on the basis of Technical Capacity and Financial Capacity of those of its members on whose strength Consortium would be qualified/short-listed shall hold equity share capital not less than: (i) 26% (twenty-six per cent) of the subscribed and paid-up equity of the Contractor; and (ii) 5% (five per cent) of the Total Project Cost specified in the Contract Agreement throughout the Concession Period. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Contract Agreement in respect of Change in Ownership.

15. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of pre-qualification under and in accordance with the RFQ-CUM-RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Contract Agreement, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Contract Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

16. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956, or shall incorporate as such prior to execution of the Contract Agreement.

17. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above- mentioned Project and the terms and implementation thereof.

18. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Contract Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

19. I/ We have studied all the Bidding Documents carefully and also surveyed the Project Expressway and the traffic. We understand that except to the extent as expressly set forth in the Contract Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.

20. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.

21. The Revenue Share has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFQ-CUM-RFP, draft Contract Agreement, our own

estimates of costs and traffic and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.

22. I/ We agree and undertake to abide by all the terms and conditions of the RFQ-CUM-RFP document.

23. We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Contractor under the Contract Agreement till termination/successful completion of the Project in accordance with the Contract Agreement.

24. I/We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFQ-CUM-RFP and extended subsequently.

In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFQ-CUM-RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised signatory)

Place: Name and seal of Bidder/Lead Member

**APPENDIX-I**  
**Annexure-I**  
**Details of Bidder**

1. (a) Name:
- (b) Country of incorporation:
- (c) Address of the corporate headquarters and its branch office(s), if any, in India:
- (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Phone & Mobile Number:
  - (f) E-Mail Address:
4. Particulars of the Authorized Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone & Mobile Number:
5. In case of a Consortium:
  - (a) The information above (1-4) should be provided for all the Members of the Consortium.
  - (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.8.1 (v) should be attached to the Bid.
  - (c) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role*	Percentage of equity in the Consortium
1			
2			
3			
4			

\* The role of each Member, as may be determined by the Bidder, should be indicated in accordance with instruction 4 at Appendix-V.

(d) The following information shall also be provided for each Member of the Consortium:

**Name of Bidder/ member of Consortium:**

S. No.	Criteria	Y	N
1.	Has the Bidder / constituent of the Consortium been barred by the Central/ Government Authority, or any entity controlled by it, from participating in any project (BOT or otherwise) and the Bar subsist on the date of submission of Proposal?		
2.	Has the Bidder / constituent of the Consortium during the last three years, failed to perform on any agreement, as evidenced by imposition of a penalty (other than the penalty imposed on account of delays in paying the remittances) by an arbitral or judicial authority or a judicial pronouncement or arbitration award, or has been expelled from any project or agreement or have had any agreement terminated for breach.		

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

Date: (Signature, name and designation of the Authorised Signatory)

Place: Name and seal of Bidder/Lead Member

**Appendix I****ANNEXURE-II****Technical Capacity of the Bidder**

Bidder type#	User Collection/ User Collection Project of Lengths greater than 50 km and with 4 lanes or above(2)	Project Details (Mention Client Name, contact details, State, Country)	Year of Project (Mention Project Commencement and end)(3)	Length of the Project Presented (4)	No. of Lanes of the Project Highway (5)	No. of Lanes at the Toll Plaza	Nature of Proof Provided (Client certificate/Contract Agreement/Work Order)
Single Entity Bidder (write entity name)							
Consortium Member – (write entity name)							

**NOTE**

- **Bidder shall submit on the letter head of its SA/CA, a certificate duly certifying the information provided in this form along with the Bid document**

# A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate, shall be provided

For \_\_\_\_\_ (Name of the SA/CA)

Chartered Accountants

Firm Registration Number:\_\_\_

(Signature, Name, Designation)

Membership Number of SA/CA Date:

Place:

**Appendix-I**  
**Annexure-III**  
**Financial Capacity of the Bidder**

**(to be submitted on letter head of the SA/CA of the Bidder/ Lead Member for consortiums)**

Based on the audited financial statement of [**Bidder Name**] as on March 31<sup>st</sup> 2025, we confirm that its Net Worth as on date is Rs \_\_\_\_\_ crore (rupees in crore), which has been calculated as per following methodology

Net Worth (Rs. in cr)	
Aggregate Value of the Paid-up Capital	
Add: Free Reserves	
Net Worth	

Note: The reserves created out of revaluation of assets, right back of depreciation and amalgamation should not be included in the aforesaid calculation.

Besides above following is the Cash Accrual statement for last five financial years:-

Financial Year	Cash Accrual (Rs. in Cr.) {Refer clause 2.2.3 (b)}
2020-21	
2021-22	
2022-23	
2023-24	
2024-25	

*Note: For conversion of US Dollars to Rupees, the rate of conversion shall be as on the date 60 (sixty) days prior to the Bid Due Date. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.*

For\_\_\_\_(Name of the SA/CA)

Chartered Accountants

Firm Registration Number:\_\_\_\_\_

(Signature, Name, Designation)

Membership Number of SA/CA

Date:

Place:

Appendix-I**Annexure-IV****Statement of Legal Capacity**

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref.

Date:

To,

**Chief Executive Officer****Uttar Pradesh Expressways Industrial Development Authority(UPEIDA) 2<sup>nd</sup> Floor, 5th Floor, A-Block, PICUP Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow, Uttar Pradesh 226010**Phone: 0522-4004523 / 4004527 Email: [upeida2@gmail.com](mailto:upeida2@gmail.com)

Dear Sir,

We hereby confirm that we {*for consortiums* - our members in the Consortium, (constitution of which has been described in the Bid)} satisfy the terms and conditions laid out in the RFQ-CUM-RFP document.

We have agreed that ..... (insert member's name) will act as the Lead Member of our consortium. *\*(in case bidder is not a consortium, this line is to be deleted)*

We have agreed that .....(insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf\* and has been duly authorized to submit the RFQ-CUM-RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you, Yours faithfully,

(Signature, name and designation of the authorised signatory) For and on behalf of.....

\* Please strike out whichever is not applicable.



Appendix-IAnnexure-V**Affidavit on Litigation/Arbitration History**

(on Non-Judicial Stamp Paper of value Rs.100/-)

Name of Bidder:

The Bidder should provide information on any history of litigation or arbitration resulting from the contracts executed in the last five years or currently under execution.

Year	Award for or against Bidders	Name of Client, Cause of Litigation and Matter in Dispute	Disputed Amount (Current Value in Indian Rs.)	Actual Awarded Amount in India Rs.

**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING/EXPELLING OF TENDERER OR ABANDONMENT OF WORK BY TENDERER**

1. (a) Has the Bidder or his constituents partners history of litigation awarded against him?

 Yes

 No

(b) If yes, give details

2. (a) Has the Bidder / constituent of the Consortium been barred by the Central/ Government Authority, or any entity controlled by it, from participating in any project (BOT or otherwise) and the Bar subsist on the date of submission of Proposal?

 Yes

 No

(b) If yes, give details including period of debarment:

3. (a) Has the Bidder / constituent of the Consortium during the last three years, failed to perform on any agreement, as evidenced by imposition of a penalty (other than the penalty imposed on account of delays in paying the remittances) by an arbitral or judicial authority or a judicial pronouncement or arbitration award, or has been expelled from any project or agreement or have had any agreement terminated for breach.?

☐ Yes☐ No

(b) If yes, give details

Note: If any information in this schedule is found to be incorrect or concealed, prequalification application will be summarily rejected

Date:

(Signature, name and designation of the Authorised Signatory)

Place:

Name and seal of Bidder/Lead Member

Appendix I**Annexure-VI**

**Certificate with respect to compliance of conditions as stipulated by Department of Expenditure, Ministry of Finance, Government of India vide their order with reference no.F.No. 6/18/2019-PPD dated 23.07.2020 (as appended at Attachment-III)  
[To be submitted on letter head of the Bidder duly signed by the Authorised Signatory]**

*"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."*

**OR**

*"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, **evidence of valid registration by the Competent Authority shall be attached.**]"*

**OR**

*"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, **evidence of valid registration by the Competent Authority shall be attached.**]"*

**Name & signature of the Authorised Signatory**

**\* Please strike off the options not applicable.**

## APPENDIX-II

**Format for Bank Guarantee for Bid Security**

B.G. No.      Dated:

To,  
**Chief Executive Officer,**  
**Uttar Pradesh Expressways Industrial Development Authority (UPEIDA),**  
**2<sup>nd</sup> Floor, Parytan Bhavan, C-13 Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh-226010**

1. In consideration of you, ....., having its office at....., (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of..... (a company registered under the Companies Act, 1956/ 2013) and having its registered office at (and acting on behalf of its Consortium) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the..... Project (hereinafter referred to as “the Project”) pursuant to the RFQ-CUM-RFP Document dated ..... issued in respect of the Project and other related documents including without limitation the draft Contract Agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at ..... and one of its branches at..... (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 of the RFQ-CUM-RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFQ-CUM- RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs.....(Rupees ..... only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set for there in.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The guarantee shall also be operable at our.....branch at Lucknow, 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”

13. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

14. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. ....crore (Rupees ..... crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 here of, on or before [..... (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by ..... Bank

By the hand of Mr./Ms. ...., its ..... and authorised official.

(Signature of the Authorised Signatory) (Official Seal)

---

**Note:-** Please note that as per Clause 12 of schedule 1 (B) of Indian Stamp Act, 1899 (as applicable in UP), Stamp duty of Rs. 5.00 per thousand of Rupees, subject to a maximum of Rs. 10,000.00 is payable on the Bank Guarantees executed by Bank as a surety to secure the due performance of the contract.

## APPENDIX–III

**Power of Attorney for signing of Bid<sup>\$</sup>**  
*{Refer Clause 2.8.1 (iii)}*

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

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

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For.....

(Signature,

name, designation and address)

\_\_\_\_\_  
\$ To be submitted in original.

Witnesses:

- 1.
- 2.

Accepted Notarised

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

Notes:

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



## APPENDIX–IV

**Power of Attorney for Lead Member of Consortium***{Refer Clause 2.8.1 (iv)}*

Whereas the ..... (the “Authority”) has invited Bids from pre- qualified and short-listed parties for the ..... Project (the “Project”).

Whereas, ....., ..... and .....  
(collectively the “Consortium”) being Members of the Consortium are interested in Bidding for the Project in accordance with the terms and conditions of the Request for Proposals and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Bid for the Project and its execution.

**NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS**

We, ..... having our registered office at ....., M/s. ...., having our registered office at ....., and M/s. ...., having our registered office at ....., (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s ....., having its registered office at ....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding process and, in the event the Consortium is awarded the Concession/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents and writings, accept the Letter of Award, participate in Bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Bid for the Project and/ or upon award thereof till the Contract Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds

and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED  
THIS POWER OF ATTORNEY ON THIS ..... DAY OF  
....., 20....

For.....

(Signature, Name & Title)

For.....

(Signature, Name & Title)

For.....

(Signature, Name & Title)

(Executants)

(To be executed by all the Members of the Consortium)

Witnesses:

1.

2.

Notes:

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

## APPENDIX-V

### Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of  
....., 20.....

#### AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at ..... (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

#### AND

2. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at ..... (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

#### AND

3. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at ..... (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

#### WHEREAS

(A) The\_\_\_\_, in its executive capacity represented by the\_and having its principal offices at \_\_\_\_\_ through \_\_\_\_\_ here in after referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the “**Bids**”) by its Request for Qualification-cum-Request for Proposal (Tender Id No.....)(the “**RFQ-CUM-RFP**”) selection of Bidder for “**Collection of User Fees and Operation of Toll Plazas along with deployment of 12 number of Patrol-cum-Safety Vehicles along with required personnel manning these vehicles along the Bundelkhand Expressway**”. (the “**Project**”).

(B) The Parties are interested in jointly Bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFQ-CUM-RFP document and other Bid documents in respect of the Project, and

(C) It is a necessary condition under the RFQ-CUM-RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ-CUM-RFP.

**2. Consortium**

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

**3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “**SPV**”) under the Indian Companies Act, 2013 for entering into a Contract Agreement with the Authority and for performing all its obligations as the Contractor in terms of the Contract Agreement for the Project.

**4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Contract Agreement when all the obligations of the SPV shall become effective;

(a) Party of the Second Part shall be the Technical Member/ Operation and Maintenance Member/ Other Member of the Consortium. }.

(b) Party of the Third Part shall be the Financial Member of the Consortium; and }

## **5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFQ-CUM-RFP and the Contract Agreement, till the completion of the Concession Period or termination, as the case may be, under and in accordance with the Contract Agreement.

## **6. Shareholding in the SPV**

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

{ Third Party: }

6.2 The Parties undertake that a minimum of 26% (twenty-six per cent) of the subscribed and paid-up equity share capital of the SPV shall, at all times, be held by the Parties of the First, {Second and Third} Part whose experience and net worth have been reckoned for the purposes of qualification /short-listing of Bidders for the Project in terms of the RFQ-CUM-RFP.

6.3 The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times during the Concession Period hold subscribed and paid-up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.

6.4 The Parties undertake that they shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid-up equity share capital of the SPV at all times during the Concession Period.

6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Contract Agreement.

6.6 Deleted

## **7. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been

authorized by all necessary and appropriate corporate or Governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- (i) require any consent or approval not already obtained;
- (ii) violate any Applicable Law presently in effect and having applicability to it;
- (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
- (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage Agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (vi) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (vii) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

## **8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Termination/ successful completion of the Project is achieved under and in accordance with the Contract Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified/short-listed for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

## **9. Miscellaneous**

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED  
For and on behalf of LEAD MEMBER by:

SECOND PART by:

(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED  
For and on behalf of SECOND PART by:

(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED  
For and on behalf of THIRD PART by:

(Signature)  
(Name)  
(Designation)  
(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

## APPENDIX-VI

## FINANCIAL PROPOSAL

**(To be submitted online in separate e-envelope in BOQ Excel format and not to be submitted with Technical Proposal)**

Validate	Print	Help	<b>Item Wise BoQ</b>			
Tender Inviting Authority: UP Expressways Industrial Development Authority, Lucknow						
Name of Work: "Collection of User Fees and Operation of Toll Plazas along with deployment of 12 number of Patrol-cum-Safety Vehicles along with required personnel manning these vehicles along Bundelkhand Expressway"						
Contract No: UPEIDA/2023/2676/Toll_BE						
Name of the Bidder/ Bidding Firm / Company :						
<b>PRICE SCHEDULE</b>						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )						
Sl. No.	Item Description	Quantity	Units	Total Amount to be paid by the Bidder to the Authority for the First Year of Contract. <b>Figures</b> (inclusive of all Taxes including GST and Service charges, if any) To be entered by the <b>Bidder</b> Rs. P	TOTAL AMOUNT	TOTAL AMOUNT In Words
1	Total Amount to be paid by the Bidder to the Authority for the First Year of Contract (inclusive of all Taxes including GST and Service charges, if any).	1.00	Lumpsum		0.00	INR Zero Only
<b>Total in Figures</b>					0.00	INR Zero Only
<b>Quoted Rate in Words</b>			<b>INR Zero Only</b>			



## **SCHEDULES**

**SCHEDULE – I (a):-**

**UTTAR PRADESH EXPRESSWAY (LEVY OF TOLLS AND  
FIXING OF FEES AND REALISATION THEREOF) (FOURTH  
AMENDMENT) RULES, 2017 DATED 15.12.2017, AND  
SEVENTH AMENDMENT (RULES, 2020) DATED 07.08.2020**



# सरकारी गजट, उत्तर प्रदेश

उत्तर प्रदेशीय सरकार द्वारा प्रकाशित

## असाधारण

विधायी परिशिष्ट

भाग-4, खण्ड (ख)

(परिनियत आदेश)

लखनऊ, शुक्रवार, 15 दिसम्बर, 2017

अग्रहायण 24, 1939 शक सम्वत्

उत्तर प्रदेश शासन

औद्योगिक विकास अनुभाग-3

संख्या 2747/77-3-17-37एम-12

लखनऊ, 15 दिसम्बर, 2017

अधिसूचना

प0आ0-580

उत्तर प्रदेश में अपनी प्रवृत्ति के सम्बन्ध में यथा संशोधित भारतीय पथकर अधिनियम, 1851 (अधिनियम संख्या 8 सन् 1851) की धारा 9 के साथ पठित धारा 2 के अधीन शक्तियों और इस निमित्त समस्त अन्य समर्थकारी शक्तियों का प्रयोग करके राज्यपाल, सार्वजनिक निजी भागीदारी/ इंजीनियरिंग प्रोक्योरमेंट एण्ड कन्स्ट्रक्शन/अन्य किसी प्रक्रिया के आधार पर निर्मित और राज्य सरकार या उसके द्वारा अधिसूचना द्वारा प्राधिकृत किन्हीं अन्य प्राधिकरण के नियंत्रणाधीन एक्सप्रेसवेज और समस्त सेतुओं, जिनके अन्तर्गत इण्टरचेंजेज, उपरिगामी सेतु, रेलवे उपरि सेतु और अधो सेतु, एक्सप्रेसवेज के उपमार्ग लाइन भी हैं, का प्रयोग करने वाले समस्त व्यक्तियों, वाहनों के प्रभारियों या इस निमित्त रियायत करार/करार के उपबन्धों के अधीन प्राधिकृत रियायतग्राही/ प्राधिकृत एजेन्सी से प्रभारित की जाने वाली फीस और उन पर अधिरोपित या उनसे वसूल किये जाने वाले पथकर को विनियमित करने की दृष्टि से "उत्तर प्रदेश एक्सप्रेस-वे (पथकर उद्ग्रहण और फीस निर्धारण तथा उसकी वसूली) नियमावली, 2010" में उपान्तरण करते हैं।

उत्तर प्रदेश एक्सप्रेस-वे (पथकर उद्ग्रहण और फीस निर्धारण तथा उसकी वसूली) नियमावली, 2010 में नीचे स्तम्भ-1 में दिये गये नियम 1 से 18 के स्थान पर स्तम्भ-2 में अंकित नियम रख दिये जायेंगे, अर्थात्:-

उत्तर प्रदेश एक्सप्रेस-वे (पथकर उद्ग्रहण और फीस निर्धारण तथा उसकी वसूली)  
(चतुर्थ संशोधन), नियमावली, 2017

स्तम्भ-1

वर्तमान नियम

1-संक्षिप्त नाम और प्रारम्भ

- (1) यह नियमावली उत्तर प्रदेश एक्सप्रेस-वे (पथकर उद्ग्रहण और फीस निर्धारण तथा उसकी वसूली) नियमावली, 2010 कही जाएगी।
- (2) यह तुरन्त प्रवृत्त होगी।

स्तम्भ-2

एतद्वारा प्रतिस्थापित नियम

1-संक्षिप्त नाम और प्रारम्भ

- (1) यह उपान्तरित नियमावली उत्तर प्रदेश एक्सप्रेस-वे (पथकर उद्ग्रहण और फीस निर्धारण तथा उसकी वसूली) (चतुर्थ संशोधन) नियमावली, 2017 कही जाएगी।
- (2) यह गजट में प्रकाशित होने के दिनांक से प्रवृत्त होगी।



### स्तम्भ-1 वर्तमान नियम

#### 2-परिभाषायें

(1) जब तक संदर्भ में अन्यथा अपेक्षित न हो, इस नियमावली में :-

(क) "अधिनियम" का तात्पर्य भारतीय पथकर अधिनियम, 1851 से है;

(ख) "आधार वर्ष" का तात्पर्य 1 अप्रैल, 2009 से प्रारम्भ होने वाली और 31 मार्च, 2010 को समाप्त होने वाली अवधि से है ;

(ग) 'उपमार्ग' का तात्पर्य किसी कस्बा या नगर से होकर जाने वाले एक्सप्रेस-वे के किसी खण्ड से है;

(घ) 'पुल' का तात्पर्य उस ढाँचे से है जिसकी कुल लम्बाई 6 मीटर से ऊपर हो और जो आन्तरिक दीवारों के मध्य से होते हुए धसकन या अवरोध यथा चैनल, सड़क, रेलवे के ऊपर से ट्रैफिक या अन्य गतिमान भार ले जाने के लिए होता है;

(ङ) "कार" या "जीप" या "वैन" या "लाइट मोटर वाहन" का तात्पर्य किसी यांत्रिक वाहन से है, जिसका कुल भार सात हजार पांच सौ किलोग्राम या मोटर वाहन अधिनियम, 1988 के अधीन रजिस्ट्रीकृत प्रमाण-पत्र में विनिर्दिष्ट यात्रियों की दुलाई की क्षमता चालक को सम्मिलित करते हुए बारह से अधिक न हो;

(च) "रियायत करार" का तात्पर्य ऐसे करार से है जो राज्य सरकार/राज्य सरकार द्वारा अधिसूचित प्राधिकारी और निर्माण, परिचालन/अवस्थापना का या अनुरक्षण करने वाले व्यक्ति या व्यक्तियों के मध्य किया गया हो;

(छ) "रियायतग्राही" का तात्पर्य ऐसे व्यक्तियों से है, जिसके साथ उत्तर प्रदेश सरकार/राज्य सरकार द्वारा अधिसूचित प्राधिकारी के साथ करार किया गया है;

(ज) "निष्पादन प्राधिकारी" का तात्पर्य राज्य सरकार द्वारा अधिसूचित किसी अधिकारी या प्राधिकारी से है;

(झ) "एक्सप्रेस-वे" का तात्पर्य तीव्र गति से यातायात के लिए उपयुक्त और नियंत्रित पहुँच सहित विभाजित वाहन मार्ग से है, जिसको रियायत करार के अधीन निर्मित संचालित या अनुरक्षित किया गया है;

### स्तम्भ-2

#### एतद्वारा प्रतिस्थापित नियम

#### 2-परिभाषायें

(1) जब तक संदर्भ में अन्यथा अपेक्षित न हो, इस नियमावली में :-

(क) "अधिनियम" का तात्पर्य भारतीय पथकर अधिनियम, 1851 से है;

(ख) "प्राधिकृत एजेन्सी" का तात्पर्य ऐसे व्यक्ति से है, जिसने उत्तर प्रदेश सरकार/राज्य सरकार द्वारा पथकर वसूली हेतु अधिसूचित निष्पादन प्राधिकारी के साथ करार किया हो।

(ग) "पथकर करार" का तात्पर्य राज्य सरकार द्वारा अधिसूचित उत्तर प्रदेश सरकार/ निष्पादन प्राधिकरण और किसी व्यक्ति या व्यक्तियों के मध्य पथकर वसूली हेतु हुये करार से है।

(घ) "आधार वर्ष" का तात्पर्य 1 अप्रैल, 2009 से प्रारम्भ होने वाली और 31 मार्च, 2010 को समाप्त होने वाली अवधि से है ;

(ङ) 'उपमार्ग' का तात्पर्य किसी कस्बा या नगर से होकर जाने वाले एक्सप्रेस-वे के किसी खण्ड से है;

(च) 'पुल' का तात्पर्य उस ढाँचे से है जिसकी कुल लम्बाई 6 मीटर से ऊपर हो और जो आन्तरिक दीवारों के मध्य से होते हुए धसकन या अवरोध यथा चैनल, सड़क, रेलवे के ऊपर से ट्रैफिक या अन्य गतिमान भार ले जाने के लिए होता है;

(छ) "कार" या "जीप" या "वैन" या "लाइट मोटर वाहन" का तात्पर्य किसी यांत्रिक वाहन से है, जिसका कुल भार सात हजार पांच सौ किलोग्राम या मोटर वाहन अधिनियम, 1988 के अधीन रजिस्ट्रीकृत प्रमाण-पत्र में विनिर्दिष्ट यात्रियों की दुलाई की क्षमता चालक को सम्मिलित करते हुए बारह से अधिक न हो;

(ज) "रियायत करार" का तात्पर्य ऐसे करार से है जो राज्य सरकार/राज्य सरकार द्वारा अधिसूचित प्राधिकारी और निर्माण, परिचालन/अवस्थापना का या अनुरक्षण करने वाले व्यक्ति या व्यक्तियों के मध्य किया गया हो;

(झ) "रियायतग्राही" का तात्पर्य ऐसे व्यक्तियों से है, जिसके साथ उत्तर प्रदेश सरकार/राज्य सरकार द्वारा अधिसूचित प्राधिकारी के साथ करार किया गया है;



## स्तम्भ-1

## वर्तमान नियम

(अ) "उत्थापित राजमार्ग" का तात्पर्य एक्सप्रेस-वे के ऐसा खण्ड से है, जिसे पाथों या स्तम्भों की सहायता से भूमि स्तर से ऊपर उठाया गया है;

(ट) "वित्तीय वर्ष" का तात्पर्य किसी वर्ष के 1 अप्रैल को प्रारम्भ होने वाले और आगामी वर्ष की 31 मार्च को समाप्त होने वाले, 12 कलेण्डर माह की अवधि से है;

(ठ) "सकल यान भार" का तात्पर्य किसी यान के सम्बन्ध में यान के कुल भार और मोटर यान अधिनियम, 1988 (अधिनियम संख्या 59 सन् 1988) के अधीन उस यान के लिए यथा अनुज्ञेय रजिस्ट्रीकरण प्राधिकारी द्वारा प्रमाणित और रजिस्ट्रीकृत भार से है;

(ड) "भारी निर्माण मशीनरी" या "भू-गतिमान उपस्कर" या "बहुधुरीय यान या भरी ट्रक" का तात्पर्य भारी निर्माण मशीनरी या भू-गतिमान उपस्कर या यांत्रिक यान या तीन से छह धुरी वाले बहुधुरीय यान सहित बीस हजार किलोग्राम से अधिक किन्तु साठ हजार किलोग्राम से कम यान भार वाले से है;

(ढ) "इण्टरचेंज" का तात्पर्य परिवहन के साथ जोड़ने वाला ग्रेड सेपरेटेड इण्टरसेक्शन से है;

(ण) "क्षेत्र" का तात्पर्य मुख्य वाहन मार्ग का भाग बनने वाली और तीन मीटर पचास सेंटीमीटर की चौड़ाई वाली लेन से है;

(त) "हल्का वाणिज्यिक यान" या "हल्का माल यान" या "मिनीबस" का तात्पर्य सात हजार पांच सौ किलोग्राम से अधिक किन्तु बारह हजार किलोग्राम से कम सकल यान भार या मोटर यान अधिनियम, 1988 के जारी रजिस्ट्रीकरण प्रमाण-पत्र में यथा विनिर्दिष्ट चालक को छोड़कर बारह से अधिक किन्तु बत्तीस से कम यात्री वाहन क्षमता वाले किसी यांत्रिक यान से है;

(थ) "यांत्रिक यान" का तात्पर्य अपनी शक्ति के अधीन चलने वाले किसी यान से है, जिसके अन्तर्गत मोटर यान अधिनियम, 1988 के अधीन यथा परिभाषित मोटर यान भी है;

(द) "विशाल आकार यान" का तात्पर्य सात

## स्तम्भ-2

## एतद्वारा प्रतिस्थापित नियम

(अ) "निष्पादन प्राधिकारी" का तात्पर्य किसी अधिकारी या प्राधिकारी से है जिसे राज्य सरकार द्वारा एक्सप्रेस-वे परियोजना के क्रियान्वयन के लिये प्राधिकृत किया गया हो;

(ट) "एक्सप्रेस-वे" का तात्पर्य तीव्र गति से यातायात के लिए उपयुक्त और नियंत्रित पहुँच सहित विभाजित वाहन मार्ग से है, जिसको रियायत करार के अधीन निर्मित, संचालित या अनुरक्षित किया गया है;

(ठ) "उत्थापित राजमार्ग" का तात्पर्य एक्सप्रेस-वे के ऐसा खण्ड से है, जिसे पाथों या स्तम्भों की सहायता से भूमि स्तर से ऊपर उठाया गया है;

(ड) "वित्तीय वर्ष" का तात्पर्य किसी वर्ष के 1 अप्रैल को प्रारम्भ होने वाले और आगामी वर्ष की 31 मार्च को समाप्त होने वाले, 12 कलेण्डर माह की अवधि से है;

(ढ) "सकल यान भार" का तात्पर्य किसी यान के सम्बन्ध में यान के कुल भार और मोटर यान अधिनियम, 1988 (अधिनियम संख्या 59 सन् 1988) के अधीन उस यान के लिए यथा अनुज्ञेय रजिस्ट्रीकरण प्राधिकारी द्वारा प्रमाणित और रजिस्ट्रीकृत भार से है;

(ण) "भारी निर्माण मशीनरी" या "भू-गतिमान उपस्कर" या "बहुधुरीय यान या भरी ट्रक" का तात्पर्य भारी निर्माण मशीनरी या भू-गतिमान उपस्कर या यांत्रिक यान या तीन से छह धुरी वाले बहुधुरीय यान सहित बीस हजार किलोग्राम से अधिक किन्तु साठ हजार किलोग्राम से कम यान भार वाले से है;

(त) "इण्टरचेंज" का तात्पर्य परिवहन के साथ जोड़ने वाला ग्रेड सेपरेटेड इण्टरसेक्शन से है;

(थ) "लेन" का तात्पर्य मुख्य वाहन मार्ग का भाग बनने वाली और न्यूनतम तीन मीटर पचास सेंटीमीटर की चौड़ाई वाली लेन से है;

(द) "हल्का वाणिज्यिक यान" या "हल्का माल



## स्तम्भ-1

## वर्तमान नियम

या अधिक धुरियों वाले यान या ऐसे यान से है, जिसका सकल यान भार साठ हजार किलोग्राम से अधिक है,

(ध) "सार्वजनिक निजी भागीदारी परियोजना" का तात्पर्य ऐसे परियोजना से है जो एक्सप्रेस-वे के किसी सेक्शन, जिसके अन्तर्गत समस्त स्थाई पुल, इन्टरचेंज, उपरिसेतु, आर.ओ.बी./आर.यू.बी. उपमार्ग, उसकी सुरंग भी है, से सम्बन्धित हो और जिसके लिए रियायतग्राही के साथ कोई करार किया गया हो;

(न) "रेलवे ओवर/अण्डर ब्रिज (आर.ओ.बी./आर.यू.बी.)" का तात्पर्य रोड ओवर ब्रिज/अण्डर ब्रिज से है जो रेलवे ट्रैक के ऊपर/नीचे से गुजरता हो और जिसे रियायती करार के अधीन निर्मित/संचालित या अनुरक्षित किया गया हो;

(प) "सर्विस सड़क" का तात्पर्य एक्सप्रेस सेक्शन के समानान्तर चलने वाली सड़क से है जो एक्सप्रेस-वे के उक्त सेक्शन से संलग्न भूमि के लिए पहुँच प्रदान करती है;

(फ) "पथकर या फीस" का तात्पर्य यथास्थिति प्रति किलोमीटर/मीटर उद्गृहीत पथकर शुल्क से है, जो राजमार्ग परियोजना, स्थाई पुलों, इन्टरचेंज, उपरिगामी सेतु आर.ओ.बी./आर.यू.बी. या सड़क ऊपर सेतु/अधोसेतु, उपमार्ग या सुरंग के प्रयोक्ता द्वारा इन नियमों के अधीन देय है;

(ब) "टोल प्लाजा" का तात्पर्य किसी भवन, ढाँचा या बूथ से है, जो फीस के संग्रहण के लिए बनाया गया है;

(भ) "ट्रक या बस" का तात्पर्य बारह हजार किलोग्राम से अधिक किन्तु बीस हजार किलोग्राम से कम या मोटर यान अधिनियम, 1988 के अधीन जारी रजिस्ट्रीकरण प्रमाण-पत्र में यथा विनिर्दिष्ट चालक को छोड़कर बत्तीस से अधिक यात्री वाहन क्षमता वाले किसी यांत्रिक यान से है;

(म) "थोक मूल्य सूचकांक (डब्ल्यू.पी.आई.)" का तात्पर्य भारत सरकार का उद्योग मंत्रालय या उसके एवज में भारत सरकार द्वारा प्रकाशित किसी थोक मूल्य सूचकांक से है।

## स्तम्भ-2

## एतद्द्वारा प्रतिस्थापित नियम

यान" या "मिनीबस" का तात्पर्य सात हजार पांच सौ किलोग्राम से अधिक किन्तु बारह हजार किलोग्राम से कम सकल यान भार या मोटर यान अधिनियम, 1988 के जारी रजिस्ट्रीकरण प्रमाण-पत्र में यथा विनिर्दिष्ट चालक को छोड़कर बारह से अधिक किन्तु बत्तीस से कम यात्री वाहन क्षमता वाले किसी यांत्रिक यान से है;

(ध) "यांत्रिक यान" का तात्पर्य अपनी शक्ति के अधीन चलने वाले किसी यान से है, जिसके अन्तर्गत मोटर यान अधिनियम, 1988 के अधीन यथा परिभाषित मोटर यान भी है;

(न) "विशाल आकार यान" का तात्पर्य सात या अधिक धुरियों वाले यान या ऐसे यान से है, जिसका सकल यान भार साठ हजार किलोग्राम से अधिक है;

(प) "सार्वजनिक निजी भागीदारी परियोजना" का तात्पर्य ऐसे परियोजना से है जो एक्सप्रेस-वे के किसी सेक्शन, जिसके अन्तर्गत समस्त स्थाई पुल, इन्टरचेंज, उपरिसेतु, आर.ओ.बी./आर.यू.बी. उपमार्ग, उसकी सुरंग भी है, से सम्बन्धित हो और जिसके लिए रियायतग्राही के साथ कोई करार किया गया हो;

(फ) "इंजीनियरिंग, प्रोक्योरमेंट एण्ड कन्स्ट्रक्शन" का तात्पर्य ऐसी एक्सप्रेस-वे परियोजना से है जिसमें समस्त स्थायी पुल, इन्टरचेंज, उपरिसेतु, आर.ओ.बी./आर.यू.बी. उपमार्ग, उसकी सुरंग भी है, से सम्बन्धित हो और जिसके लिए ठेकेदार के साथ कोई करार किया गया हो;

(ब) "रेलवे ओवर/अण्डर ब्रिज (आर.ओ.बी./आर.यू.बी.)" का तात्पर्य रोड ओवर ब्रिज/अण्डर ब्रिज से है जो रेलवे ट्रैक के ऊपर/नीचे से गुजरता हो और जिसे रियायती करार के अधीन निर्मित/संचालित या अनुरक्षित किया गया हो;

(प) "सर्विस सड़क" का तात्पर्य एक्सप्रेस सेक्शन के समानान्तर चलने वाली सड़क से है जो एक्सप्रेस-वे के उक्त सेक्शन से संलग्न भूमि के लिए पहुँच प्रदान करती है;

(म) "पथकर या फीस" का तात्पर्य यथास्थिति प्रति किलोमीटर/मीटर उद्गृहीत पथकर शुल्क से है, जो राजमार्ग परियोजना, स्थाई पुलों, इन्टरचेंज, उपरिगामी सेतु आर.ओ.बी./आर.यू.बी. या सड़क ऊपर सेतु/अधोसेतु, उपमार्ग या सुरंग के प्रयोक्ता द्वारा इन नियमों के अधीन देय है;



**स्तम्भ-1**  
**वर्तमान नियम**

**3-फीस का उद्ग्रहण**

(1) राज्य सरकार, अधिसूचना द्वारा इन नियमों के उपबन्धों के अनुसार एक्सप्रेस-वे के किसी भाग के प्रयोक्ता को आपात स्थिति में निकालने तथा सामान्य प्रयोक्ता से यथास्थिति किसी भाग पर स्थित स्थाई सेतु, फ्लाई ओवर, इण्टरचेंज, रेल उपरिसेतु, रेल अधोसेतु, बाईपास अथवा सुरंग, के लिए फीस उद्ग्रहीत कर सकेगी।

(2) निजी निवेश परियोजना की दशा में उपनियम (1) के अधीन उद्ग्रहीत फीस का संग्रहण रियायती अवधि के दौरान तक रियायतग्राही द्वारा किये गये अनुबंध के अनुसार किया जायेगा और एक्सप्रेस-वे पूरा होने के दिनांक से प्रारम्भ होगा। यथास्थिति पैदल चलने वाले या गैर मोटराइज्ड वाहन या अपंजीकृत वाहन एक्सप्रेस-वे के किसी भाग पर स्थित स्थाई सेतु, फ्लाई ओवर, इण्टरचेंज, रेल उपरिसेतु/रेल अधोसेतु, बाईपास अथवा सुरंग, जैसी भी स्थिति हो, प्रयोग की अनुमति नहीं दी जायेगी।

किन्तु आपात स्थिति में, जैसे चलते हुए वाहन में खराबी आने पर, प्रयोक्ता को एक्सप्रेस-वे के किसी भाग पर स्थित स्थाई सेतु, फ्लाई ओवर, इण्टरचेंज, रेल उपरिसेतु/रेल अधोसेतु, बाईपास अथवा सुरंग, जैसी भी स्थिति हो, प्रयोग की अनुमति दी जायेगी।

(3) सर्विस मार्ग पर चलने वाले वाहन यदि एक्सप्रेस-वे के किसी भाग पर स्थित स्थाई सेतु, फ्लाई ओवर, इण्टरचेंज, रेल उपरिसेतु/रेल अधोसेतु, बाईपास अथवा सुरंग, जैसी भी

**स्तम्भ-2**  
**एतद्वारा प्रतिस्थापित नियम**

(य) "टोल प्लाजा" का तात्पर्य किसी भवन, ढाँचा या बूथ से है, जो फीस के संग्रहण के लिए बनाया गया है,

(र) "ट्रक या बस" का तात्पर्य बारह हजार किलोग्राम से अधिक किन्तु बीस हजार किलोग्राम से कम या मोटर यान अधिनियम, 1988 के अधीन जारी रजिस्ट्रीकरण प्रमाण-पत्र में यथा विनिर्दिष्ट चालक को छोड़कर बत्तीस से अधिक यात्री वाहन क्षमता वाले किसी यांत्रिक यान से है;

(ल) "थोक मूल्य सूचकांक (डब्ल्यू.पी.आई.)" का तात्पर्य भारत सरकार का उद्योग मंत्रालय या उसके एवज में भारत सरकार द्वारा प्रकाशित किसी थोक मूल्य सूचकांक से है।

**3-फीस का उद्ग्रहण**

(1) राज्य सरकार, अधिसूचना द्वारा इन नियमों के उपबन्धों के अनुसार एक्सप्रेस-वे के किसी भाग के प्रयोक्ता को आपात स्थिति में निकालने तथा सामान्य प्रयोक्ता से यथास्थिति किसी भाग पर स्थित स्थाई सेतु, फ्लाई ओवर, इण्टरचेंज, रेल उपरिसेतु, रेल अधोसेतु, बाईपास अथवा सुरंग, के लिए फीस उद्ग्रहीत कर सकेगी।

(2) निजी/सार्वजनिक निवेश परियोजना की दशा में उपनियम (1) के अधीन उद्ग्रहीत फीस का संग्रहण रियायती अवधि/अवधि के दौरान तक रियायतग्राही/प्राधिकृत एजेन्सी द्वारा किये गये अनुबंध के अनुसार किया जायेगा और एक्सप्रेस-वे पूरा होने के दिनांक/अथवा किसी निर्धारित तिथि से प्रारम्भ होगा। यथास्थिति पैदल चलने वाले या गैर मोटराइज्ड वाहन या अपंजीकृत वाहन एक्सप्रेस-वे के किसी भाग पर स्थित स्थाई सेतु, फ्लाई ओवर, इण्टरचेंज, रेल उपरिसेतु/रेल अधोसेतु, बाईपास अथवा सुरंग, जैसी भी स्थिति हो, प्रयोग की अनुमति नहीं दी जायेगी।

किन्तु आपात स्थिति में, जैसे चलते हुए वाहन में खराबी आने पर, प्रयोक्ता को एक्सप्रेस-वे के किसी भाग पर स्थित स्थाई सेतु, फ्लाई ओवर, इण्टरचेंज, रेल उपरिसेतु/रेल अधोसेतु, बाईपास अथवा सुरंग, जैसी भी स्थिति हो, प्रयोग की अनुमति दी जायेगी।

(3) सर्विस मार्ग पर चलने वाले वाहन यदि एक्सप्रेस-वे के किसी भाग पर स्थित स्थाई सेतु, फ्लाई ओवर, इण्टरचेंज, रेल उपरिसेतु/रेल अधोसेतु, बाईपास अथवा सुरंग, जैसी भी स्थिति हो, का प्रयोग



## स्तम्भ-1

## वर्तमान नियम

स्थिति हो, का प्रयोग करते हैं तो इन से कोई फीस वसूल नहीं किया जायेगा :

परन्तु यह और कि जहाँ सर्विस मार्ग हो या न हो दो पहिया, तीन पहिया वाहन या विधिक रूप से पंजीकृत ट्रैक्टरों के स्वामी यदि एक्सप्रेस-वे के किसी भाग पर स्थित स्थाई सेतु, फ्लाई ओवर, इण्टरचेंज, रेल उपरिसेतु/रेल अधोसेतु, बाईपास या सुरंग जैसी भी स्थिति हो, का प्रयोग करते हैं तो इन लाईट मोटर वाहन स्वामियों/चालकों से कार के लिए निर्धारित दर से आधी दर पर फीस वसूल किया जायेगा ।

(4) इन नियमों के अधीन राज्य सरकार द्वारा अधिसूचित फीस निकटतम पांच रुपये के गुणांकों में पूर्णांकित और उद्गृहीत की जायेगी।

## 4-फीस की आधार दर

(1) आधार वर्ष 2009-10 में छः/आठ लेन एक्सप्रेस-वे के किसी भाग के उपयोग की फीस दर उस भाग की लम्बाई में निम्नलिखित दर से गुणा करने के अनुसार होगी, यथा :-

वाहन का प्रकार	वर्ष 2009-10 के लिए फीस की प्रति किलोमीटर आधार दर (रुपये में) 3 जनवरी, 2009 को समाप्त हुये सप्ताह में थोक मूल्य सूचकांक (WPI 229.20) पर आधारित
कार, जीप, वैन या हल्की मोटर वाहन	0.80
हल्के व्यवसायिक यान, हल्के माल यान या मिनी बस	1.30
बस या ट्रक	2.75
भारी निर्माण कार्य मशीन (एच0सी0एम0) भू-गतिमान उपस्कर (ई0एम0ई0) या बहुधुरीय यान (एम0ए0वी0) (तीन से छः धुरीय)	4.30
विशाल आकार यान (ओवर साइज्ड वेहिकल) (सात या अधिक धुरीय)	5.25

## स्तम्भ-2

## एतद्वारा प्रतिस्थापित नियम

करते हैं तो इन से कोई फीस वसूल नहीं किया जायेगा :

परन्तु यह और कि जहाँ सर्विस मार्ग हो या न हो दो पहिया, तीन पहिया वाहन या विधिक रूप से पंजीकृत ट्रैक्टरों के स्वामी यदि एक्सप्रेस-वे के किसी भाग पर स्थित स्थाई सेतु, फ्लाई ओवर, इण्टरचेंज, रेल उपरिसेतु/रेल अधोसेतु, बाईपास या सुरंग जैसी भी स्थिति हो, का प्रयोग करते हैं तो इन लाईट मोटर वाहन स्वामियों/चालकों से कार के लिए निर्धारित दर से आधी दर पर फीस वसूल किया जायेगा ।

(4) इन नियमों के अधीन राज्य सरकार द्वारा अधिसूचित फीस निकटतम पांच रुपये के गुणांकों में पूर्णांकित और उद्गृहीत की जायेगी।

## 4-फीस की आधार दर

(1) आधार वर्ष 2009-10 में छः/आठ लेन एक्सप्रेस-वे के किसी भाग के उपयोग की फीस दर उस भाग की लम्बाई में निम्नलिखित दर से गुणा करने के अनुसार होगी, यथा :-

वाहन का प्रकार	वर्ष 2009-10 के लिए फीस की प्रति किलोमीटर आधार दर (रुपये में) 3 जनवरी, 2009 को समाप्त हुये सप्ताह में थोक मूल्य सूचकांक (WPI 229.20) पर आधारित
कार, जीप, वैन या हल्की मोटर वाहन	0.80
हल्के व्यवसायिक यान, हल्के माल यान या मिनी बस	1.30
बस या ट्रक	2.75
भारी निर्माण कार्य मशीन (एच0सी0एम0) भू-गतिमान उपस्कर (ई0एम0ई0) या बहुधुरीय यान (एम0ए0वी0) (तीन से छः धुरीय)	4.30
विशाल आकार यान (ओवर साइज्ड वेहिकल) (सात या अधिक धुरीय)	5.25



**स्तम्भ-1**
**वर्तमान नियम**

(2) निर्मित स्थाई सेतु, इण्टरचेंज, फ्लाई ओवर, रेल उपरिसेतु/रेल अधोसेतु, बाईपास या सुरंग का प्रयोग करने पर यदि उक्त निर्मित ढाँचों की पूर्ण लागत दस करोड़ से अधिक है, तो आधार वर्ष 2009-10 के लिए फीस की दर निम्नवत् होगी :-

फीस का आधार दर (प्रति कि०मी० प्रति फेरा रुपये में)					
स्थायी सेतु या सुरंग की लागत (करोड़ रुपये में)	कार, जीप, वैन या मोटराइज्ड वाहन	हल्के, वाणिज्यिक यान हल्के यान वाहक यान या मिनी बस	ट्रक या बस	एच. सी. एम.ई. एम.ई. या एम.ए. वी.	विशाल आकार यान
10-15	5.00	7.50	15.00	22.00	30.00
रु. पन्द्रह करोड़ के बाद प्रत्येक पांच करोड़ या उसके भार पर रु. सौ करोड़ तक	1.00	1.50	3.00	4.50	6.00
रु. सौ के बाद प्रत्येक पांच करोड़ या उसके भार पर रु. दो सौ करोड़ तक	0.75	1.15	2.25	3.40	4.50
रु. दो सौ करोड़ से ऊपर प्रत्येक पांच करोड़ या उसके भार पर	0.50	0.75	1.50	2.25	3.00

परन्तु यह कि वाणिज्यिक प्रचालन तिथि से एक्सप्रेस-वे के किसी भाग के प्रयोग हेतु फीस की संगणना करते समय यदि उस भाग पर स्थित स्थाई सेतु, इण्टरचेंजेज, फ्लाई ओवर, रेल उपरिसेतु/रेल अधोसेतु, बाईपास या सुरंग की लागत रु.50.00 करोड़ या अधिक है, तो ऐसे स्थाई सेतु, इण्टरचेंजेज, फ्लाई ओवर, रेल उपरिसेतु/ रेल अधोसेतु बाईपास या सुरंग की लम्बाई को एक्सप्रेस-वे के उस भाग की लम्बाई से घटाते हुए उपरोक्त तालिका के अनुसार फीस की संगणना की जायेगी:

**स्तम्भ-2**
**एतद्वारा प्रतिस्थापित नियम**

(2) निर्मित स्थाई सेतु, इण्टरचेंज, फ्लाई ओवर, रेल उपरिसेतु/रेल अधोसेतु, बाईपास या सुरंग का प्रयोग करने पर यदि उक्त निर्मित ढाँचों की पूर्ण लागत दस करोड़ से अधिक है, तो आधार वर्ष 2009-10 के लिए फीस की दर निम्नवत् होगी :-

फीस का आधार दर (प्रति कि०मी० प्रति फेरा रुपये में)					
स्थायी सेतु या सुरंग की लागत (करोड़ रुपये में)	कार, जीप, वैन या मोटराइज्ड वाहन	हल्के, वाणिज्यिक यान हल्के यान वाहक यान या मिनीबस	ट्रक या बस	एच. सी. एम.ई. एम.ई. या एम.ए. वी.	विशाल आकार यान
10-15	5.00	7.50	15.00	22.00	30.00
रु. पन्द्रह करोड़ के बाद प्रत्येक पांच करोड़ या उसके भार पर रु. सौ करोड़ तक	1.00	1.50	3.00	4.50	6.00
रु. सौ के बाद प्रत्येक पांच करोड़ या उसके भार पर रु. दो सौ करोड़ तक	0.75	1.15	2.25	3.40	4.50
रु. दो सौ करोड़ से ऊपर प्रत्येक पांच करोड़ या उसके भार पर	0.50	0.75	1.50	2.25	3.00

परन्तु यह कि वाणिज्यिक प्रचालन तिथि से एक्सप्रेस-वे के किसी भाग के प्रयोग हेतु फीस की संगणना करते समय यदि उस भाग पर स्थित स्थाई सेतु, इण्टरचेंजेज, फ्लाई ओवर, रेल उपरिसेतु/रेल अधोसेतु, बाईपास या सुरंग की लागत रु.50.00 करोड़ या अधिक है, तो ऐसे स्थाई सेतु, इण्टरचेंजेज, फ्लाई ओवर, रेल उपरिसेतु/ रेल अधोसेतु बाईपास या सुरंग की लम्बाई को एक्सप्रेस-वे के उस भाग की लम्बाई से घटाते हुए उपरोक्त तालिका के अनुसार फीस की संगणना की जायेगी:



## स्तम्भ-1

## वर्तमान नियम

परन्तु यह और भी कि जहाँ स्थाई सेतु इण्टरचेंजेज, फ्लाई ओवर, रेल उपरिसेतु/रेल अधोसेतु, बाईपास या सुरंग जैसी भी स्थिति हो, की लागत रु.50.00 करोड़ से कम हो और यह स्थाई सेतु इण्टरचेंजेज, फ्लाई ओवर, रेल उपरिसेतु/रेल अधोसेतु, बाईपास अथवा सुरंग एक्सप्रेस-वे का भाग हो तो उपर्युक्त फीस के बजाय नियम-4 के उपनियम (1) के अनुसार ही ऐसे स्थाई सेतु इण्टरचेंजेज, फ्लाई ओवर, रेल उपरिसेतु/रेल अधोसेतु बाईपास अथवा सुरंग हेतु फीस निर्धारित होगी।

## स्पष्टीकरण

इस उपनियम के प्रयोजनों के लिए—

निजी निवेश परियोजनाओं में पूर्ण लागत रियायतग्राही (कन्सेशनार) के सांविधिक सम्प्रेक्षक द्वारा निर्धारित की जायेगी।

## 5-फीस की दरों का वार्षिक पुनरीक्षण

(1) अधिसूचना नियम-4 में विनिर्दिष्ट दरें 1 अप्रैल, 2010 से प्रत्येक वर्ष बढ़ाई जायेंगी।

(2) प्रवृत्त दरें प्रत्येक वर्ष की 1 अप्रैल से इस प्रकार पुनरीक्षित की जायें कि जिनका आधार 3 जनवरी, 2009 को समाप्त हुये सप्ताह से पुनरीक्षण वर्ष की पहली जनवरी या उसके बाद समाप्त हुए सप्ताह के थोक मूल्य सूचकांक (229.20) पर आधारित हो, किन्तु यह पुनरीक्षण/बढ़ोत्तरी मूल्य सूचकांक के अधिकतम 40% (चालीस प्रतिशत) बढ़ोत्तरी तक सीमित रहेगी (5 पैसे के पूर्णांक के निकट होगी)।

(3) प्रवृत्त दरों के निर्धारण का सूत्र निम्नवत् होगा :-

प्रवृत्त फीस दर =

$$\text{आधारदर} + \text{आधारदर} \times \left\{ \frac{\text{थोक मूल्य सूचकांक 'क' - थोक मूल्य सूचकांक 'ख' } \times 0.4}{\text{थोक मूल्य सूचकांक 'ख'}} \right\}$$

## स्पष्टीकरण

(क) प्रवृत्त शुल्क दर नियम-4 के उपनियम (1) के अन्तर्गत संशोधित दरों के अनुसार प्रयोक्ता द्वारा देय होगी।

(ख) वर्ष 2009-10 हेतु एक्सप्रेस-वे के लिए बेस दर विनिर्दिष्ट ढाँचों स्थायी सेतु, फ्लाई ओवर, इन्टरचेंज, बाई-पास या सुरंग को असम्मिलित करते हुए मान्य होगी।

731 RPH Industry-2017 Data 4 E

## स्तम्भ-2

## एतद्वारा प्रतिस्थापित नियम

परन्तु यह और भी कि जहाँ स्थाई सेतु इण्टरचेंजेज, फ्लाई ओवर, रेल उपरिसेतु/रेल अधोसेतु, बाईपास या सुरंग जैसी भी स्थिति हो, की लागत रु.50.00 करोड़ से कम हो और यह स्थाई सेतु, इण्टरचेंजेज, फ्लाई ओवर, रेल उपरिसेतु/रेल अधोसेतु, बाईपास अथवा सुरंग एक्सप्रेस-वे का भाग हो तो उपर्युक्त फीस के बजाय नियम-4 के उपनियम (1) के अनुसार ही ऐसे स्थाई सेतु इण्टरचेंजेज, फ्लाई ओवर, रेल उपरिसेतु/रेल अधोसेतु, बाईपास अथवा सुरंग हेतु फीस निर्धारित होगी।

## स्पष्टीकरण

इस उपनियम के प्रयोजनों के लिए—

निजी निवेश परियोजना की पूर्ण लागत, निजी सार्वजनिक सहभागिता पर निर्मित परियोजनाओं के लिये रियायतग्राही के सांविधिक सम्प्रेक्षक द्वारा तथा "इंजिनियरिंग, प्रोक्योरमेंट एण्ड कन्स्ट्रक्शन"/किसी अन्य पद्धति की परियोजनाओं के लिये निष्पादन प्राधिकारी/या उनके द्वारा प्राधिकृत व्यक्ति द्वारा निर्धारित की जायेगी।

## 5-फीस की दरों का वार्षिक पुनरीक्षण

(1) अधिसूचना नियम-4 में विनिर्दिष्ट दरें 1 अप्रैल, 2010 से प्रत्येक वर्ष बढ़ाई जायेंगी।

(2) प्रवृत्त दरें प्रत्येक वर्ष की 1 अप्रैल से इस प्रकार पुनरीक्षित की जायें कि जिनका आधार 3 जनवरी, 2009 को समाप्त हुये सप्ताह से पुनरीक्षण वर्ष की पहली जनवरी या उसके बाद समाप्त हुए सप्ताह के थोक मूल्य सूचकांक (229.20) पर आधारित हो, किन्तु यह पुनरीक्षण/बढ़ोत्तरी मूल्य सूचकांक के अधिकतम 40% (चालीस प्रतिशत) बढ़ोत्तरी तक सीमित रहेगी (5 पैसे के पूर्णांक के निकट होगी)।

(3) प्रवृत्त दरों के निर्धारण का सूत्र निम्नवत् होगा :-

प्रवृत्त फीस दर =

$$\text{आधारदर} + \text{आधारदर} \times \left\{ \frac{\text{थोक मूल्य सूचकांक 'क' - थोक मूल्य सूचकांक 'ख' } \times 0.4}{\text{थोक मूल्य सूचकांक 'ख'}} \right\}$$

## स्पष्टीकरण

(क) प्रवृत्त शुल्क दर नियम-4 के उपनियम (1) के अधीन संशोधित दरों के अनुसार प्रयोक्ता द्वारा देय होगी।

(ख) वर्ष 2009-10 हेतु एक्सप्रेस-वे के लिए बेस दर विनिर्दिष्ट ढाँचों स्थायी सेतु, फ्लाई ओवर, इन्टरचेंज, बाई-पास या सुरंग को असम्मिलित करते हुए मान्य होगी।



## स्तम्भ-1

## वर्तमान नियम

वाहन का प्रकार	वर्ष 2009-10 के लिए फीस की प्रति किलोमीटर आधार दर (रूपये में) 3 जनवरी, 2009 को समाप्त हुये सप्ताह में थोक मूल्य सूचकांक (WPI 229.20) पर आधारित
कार, जीप, वैन या हल्की मोटर वाहन	0.80
हल्के व्यवसायिक यान, हल्के माल यान या मिनी बस	1.30
बस या ट्रक	2.75
भारी निर्माण कार्य मशीन (एच0सी0एम0) भू-गतिमान उपस्कर (ई0एम0ई0) या बहुधुरीय यान (एम0ए0वी0) (तीन से छः धुरीय)	4.30
विशाल आकार यान (ओवर साइज्ड वेहिकिल) (सात या अधिक धुरीय)	5.25

## स्तम्भ-2

## एतद्वारा प्रतिस्थापित नियम

वाहन का प्रकार	वर्ष 2009-10 के लिए फीस की प्रति किलोमीटर आधार दर (रूपये में) 3 जनवरी, 2009 को समाप्त हुये सप्ताह में थोक मूल्य सूचकांक (WPI 229.20) पर आधारित
कार, जीप, वैन या हल्की मोटर वाहन	0.80
हल्के व्यवसायिक यान, हल्के माल यान या मिनी बस	1.30
बस या ट्रक	2.75
भारी निर्माण कार्य मशीन (एच0सी0एम0) भू-गतिमान उपस्कर (ई0एम0ई0) या बहुधुरीय यान (एम0ए0वी0) (तीन से छः धुरीय)	4.30
विशाल आकार यान (ओवर साइज्ड वेहिकिल) (सात या अधिक धुरीय)	5.25

(ग) स्थाई सेतु, इण्टरचेंज, फ्लाईओवर, रेल उपरिसेतु/रेल अधोसेतु, उपमार्ग या सुरंग सहित संरचना की दशा में, जहां संविधिक संपरीक्षकों द्वारा सत्यापन के पश्चात् पूर्ण लागत 50 करोड़ रूपया या अधिक पाई जाती है, वहां पथकर उपनियम 4(2) को उपनियम 4(1) के साथ मिलाकर पुनरीक्षण किया जाये।

(घ) "थोक मूल्य सूचकांक-क" का तात्पर्य उस थोक मूल्य सूचकांक से है जो फीस दर पुनरीक्षित करने वाले वर्ष की 1 जनवरी या उसके तुरन्त बाद समाप्त होने वाले सप्ताह का हो और

(च) "थोक मूल्य सूचकांक-ख" का तात्पर्य उस थोक मूल्य सूचकांक से है जो 3 जनवरी, 2009 को समाप्त हुये सप्ताह को था अर्थात् 229.20

## उदाहरण -

किसी एक्सप्रेस-वे का 2010-11 और 2011-12 के लिए फीस का पुनरीक्षण किया जाना हो तो मान लिया कि 2 जनवरी, 2010 को समाप्त हुए थोक मूल्य सूचकांक 240 और 1 जनवरी, 2011 को समाप्त हुए थोक मूल्य सूचकांक 260 था तो कार, जीप, या वैन की प्रति किलोमीटर फीस निम्न प्रकार होगी :-

(ग) स्थाई सेतु, इण्टरचेंज, फ्लाईओवर, रेल उपरिसेतु/रेल अधोसेतु, उपमार्ग या सुरंग सहित संरचना की दशा में, जहां सांविधिक संपरीक्षकों/निष्पादन प्राधिकारी/ या उनके द्वारा प्राधिकृत व्यक्ति द्वारा सत्यापन के पश्चात् पूर्ण लागत 50 करोड़ रूपया या अधिक पाई जाती है, वहां पथकर नियम 4 के उपनियम (2) को उपनियम 5(3)(ख) अथवा उपनियम 4(1) के साथ मिलाकर पुनरीक्षण किया जाये।

(घ) "थोक मूल्य सूचकांक-क" का तात्पर्य उस थोक मूल्य सूचकांक से है जो फीस दर पुनरीक्षित करने वाले वर्ष की 1 जनवरी या उसके तुरन्त बाद समाप्त होने वाले सप्ताह का हो और

(च) "थोक मूल्य सूचकांक-ख" का तात्पर्य उस थोक मूल्य सूचकांक से है जो 3 जनवरी, 2009 को समाप्त हुये सप्ताह को था अर्थात् 229.20

## उदाहरण -

किसी एक्सप्रेस-वे का 2010-11 और 2011-12 के लिए फीस का पुनरीक्षण किया जाना हो तो मान लिया कि 2 जनवरी, 2010 को समाप्त हुए थोक मूल्य सूचकांक 240 और 1 जनवरी, 2011 को समाप्त हुए थोक मूल्य सूचकांक 260 था तो कार, जीप, या वैन की प्रति किलोमीटर फीस निम्न प्रकार होगी :-



## स्तम्भ-1

## वर्तमान नियम

(एक) वर्ष 2010-2011 के लिए  $-0.80+0.80 \frac{(240-229.20)}{229.20} \times 0.4$

= 0.815 अर्थात् रु० 0.80 होगी

(दो) वर्ष 2011-2012 के लिए  $-0.80+0.80 \frac{(260-229.20)}{229.20} \times 0.4$

= 0.843 अर्थात् रु० 0.85 होगी

(4) फीस दरों का वार्षिक पुनरीक्षण प्रत्येक वर्ष 1 अप्रैल को लागू होगा।

## 6-फीस का संग्रहण

(1) इन नियमों के अन्तर्गत उद्गृहीत फीस की वसूली रियायतग्राही (कन्सेशनायर) द्वारा पथकर प्लाजा पर की जायेगी।

(2) एक्सप्रेस-वे के किसी भाग या भाग पर बने स्थाई सेतु इण्टरचेंज, फ्लाई ओवर, रेल उपरिसेतु/रेल अधोसेतु, बाईपास या सुरंग का उपयोग करने वाले वाहन के चालक, वाहन स्वामी या प्रभारी को पथकर प्लाजा पार करने से पूर्व इन नियमों के अन्तर्गत निर्धारित फीस का भुगतान करना होगा।

(3) फीस का भुगतान नगद के रूप में, या स्मार्ट कार्ड द्वारा या ट्रान्सपान्डर द्वारा या अन्य किसी उचित रूप से किया जायेगा।

परन्तु यह कि स्मार्ट कार्ड या ऑन बोर्ड यूनिट (ट्रान्सपान्डर) के माध्यम से फीस का भुगतान करने वालों को रियायतग्राही द्वारा निर्धारित अतिरिक्त अधिभार का भुगतान भी करना होगा।

(4) मोटर वाहनों के ऐसे चालक या वाहन स्वामी या वाहन प्रभारी जो ऑन बोर्ड यूनिट (ट्रान्सपान्डर)/ओ.बी.यू. के माध्यम से फीस का भुगतान करने के इच्छुक हों, उपस्कर की लागत के सापेक्ष रियायतग्राही के पास वापसी योग्य जमानत धनराशि जमा करनी होगी ताकि उपस्कर लगाया जा सके। इस जमानती जमा राशि पर कोई ब्याज देय नहीं होगा।

(5) नियम-6 के उपनियम (2) के अधीन फीस प्राप्तकर्ता व्यक्ति, वाहन चालक, वाहन स्वामी और वाहन प्रभारी को ऐसी फीस रसीद जारी करेगा, जिसमें वसूली गई फीस की तिथि तथा समय कुल प्राप्ति धनराशि और वाहन का प्रकार, जिसके लिए फीस वसूल की गयी हो, विनिर्दिष्ट हो।

परन्तु जहाँ फीस का भुगतान स्मार्ट कार्ड या ऑन बोर्ड यूनिट (ट्रान्सपान्डर) या किसी अन्य उपयुक्त उपाय से किया गया हो, वहाँ रसीद मांग पर ही जारी की जायेगी। यदि किसी वाहन चालक, स्वामी अथवा यांत्रिक वाहन के प्रभारी के पास ओ0बी0यू0 अथवा स्मार्ट कार्ड नहीं है, किन्तु वह स्मार्ट कार्ड/ओ0बी0यू0 के लिए आशयित आरक्षित

## स्तम्भ-2

## एतद्वारा प्रतिस्थापित नियम

(एक) वर्ष 2010-2011 के लिए  $-0.80+0.80 \frac{(240-229.20)}{229.20} \times 0.4$

= 0.815 अर्थात् रु० 0.80 होगी

(दो) वर्ष 2011-2012 के लिए  $-0.80+0.80 \frac{(260-229.20)}{229.20} \times 0.4$

= 0.843 अर्थात् रु० 0.85 होगी

(4) फीस दरों का वार्षिक पुनरीक्षण प्रत्येक वर्ष 1 अप्रैल को लागू होगा।

## 6-फीस का संग्रहण

(1) इन नियमों के अन्तर्गत उद्गृहीत फीस की वसूली रियायतग्राही/प्राधिकृत एजेन्सी द्वारा पथकर प्लाजा पर की जायेगी।

(2) एक्सप्रेस-वे के किसी भाग या भाग पर बने स्थाई सेतु इण्टरचेंज, फ्लाई ओवर, रेल उपरिसेतु/रेल अधोसेतु, बाईपास या सुरंग का उपयोग करने वाले वाहन के चालक, वाहन स्वामी या प्रभारी को पथकर प्लाजा पार करने से पूर्व इन नियमों के अन्तर्गत निर्धारित फीस का भुगतान करना होगा।

(3) फीस का भुगतान नगद के रूप में, या स्मार्ट कार्ड द्वारा या ट्रान्सपान्डर द्वारा या अन्य किसी उचित रूप से किया जायेगा।

परन्तु यह कि स्मार्ट कार्ड या ऑन बोर्ड यूनिट (ट्रान्सपान्डर) के माध्यम से फीस का भुगतान करने वालों को रियायतग्राही/प्राधिकृत एजेन्सी द्वारा निर्धारित अतिरिक्त अधिभार का भुगतान भी करना होगा।

(4) मोटर वाहनों के ऐसे चालक या वाहन स्वामी या वाहन प्रभारी जो ऑन बोर्ड यूनिट (ट्रान्सपान्डर)/ओ.बी.यू. के माध्यम से फीस का भुगतान करने के इच्छुक हों, उपस्कर की लागत के सापेक्ष रियायतग्राही/प्राधिकृत एजेन्सी के पास वापसी योग्य जमानत धनराशि जमा करनी होगी ताकि उपस्कर लगाया जा सके। इस जमानती जमा राशि पर कोई ब्याज देय नहीं होगा।

(5) नियम-6 के उपनियम (2) के अधीन फीस प्राप्तकर्ता व्यक्ति, वाहन चालक, वाहन स्वामी और वाहन प्रभारी को ऐसी फीस रसीद जारी करेगा, जिसमें वसूली गई फीस की तिथि तथा समय कुल प्राप्ति धनराशि और वाहन का प्रकार, जिसके लिए फीस वसूल की गयी हो, विनिर्दिष्ट हो।

परन्तु जहाँ फीस का भुगतान स्मार्ट कार्ड या ऑन बोर्ड यूनिट (ट्रान्सपान्डर) या किसी अन्य उपयुक्त उपाय से किया गया हो, वहाँ रसीद मांग पर ही जारी की जायेगी। यदि किसी वाहन चालक, स्वामी अथवा यांत्रिक वाहन के प्रभारी के पास ओ0बी0यू0 अथवा स्मार्ट कार्ड नहीं है, किन्तु वह स्मार्ट कार्ड/ओ0बी0यू0 के लिए आशयित आरक्षित मार्ग का प्रयोग करना चाहता है उसे



स्तम्भ-1

वर्तमान नियम

मार्ग का प्रयोग करना चाहता है उसे लागू फीस के अतिरिक्त रियायतग्राहता को लागू फीस के पाँच गुना अतिरिक्त फीस का भुगतान करना होगा।

7-फीस का प्रेषण एवं विनियोजन

निजी निवेश परियोजना के मामले में इन नियमों के उपबन्धों के अधीन वसूली गई फीस का विनियोजन ऐसे रियायतग्राही द्वारा किये गये करार के अधीन उसके समझौते के उपबन्धों के अनुसार तथा उसके निष्पादन हेतु किया जायेगा।

8-प्लाजा का स्थान

(1) सामान्यतः यथास्थिति रियायतग्राही या निष्पादन प्राधिकारी, पथकर प्लाजा नगर पालिका या स्थानीय नगर क्षेत्र की सीमा से 10 किलोमीटर बाहर ही स्थापित करेगा किन्तु अपवादिक परिस्थितियों में जहाँ यथास्थिति एक्सप्रेस-वे का कोई भाग, स्थाई सेतु इण्टरचेंज, प्लाई ओवर, रेल उपरिसेतु/रेल अधोसेतु, बाईपास या सुरंग नगर पालिका, या नगरीय क्षेत्र की सीमा के भीतर या ऐसी सीमा से 5 किलोमीटर की दूरी पर निर्मित हो तो मुख्यतः उस नगर पालिका या नगर क्षेत्र के निवासियों की सुविधा के लिए पथकर प्लाजा की स्थापना नगर पालिका या नगर क्षेत्र की सीमा में या ऐसी सीमा से 5 किलोमीटर के भीतर की जा सकती है।

(2) सामान्यतः एक्सप्रेस-वे के उसी भाग में और उसी दिशा में 60 किलोमीटर के भीतर कोई अन्य पथकर प्लाजा स्थापित नहीं किया जाएगा किन्तु अपवादिक परिस्थितियों में जहाँ निष्पादन प्राधिकारी आवश्यक समझता है वहाँ कारण लिखित रूप से अभिलिखित किये जाने पर 60 किलोमीटर के भीतर अन्य पथकर प्लाजा स्थापित कर सकता है या रियायतग्राही को स्थापित करने की अनुमति दे सकता है:

परन्तु अन्य पथकर प्लाजा से 60 किलोमीटर के भीतर पथकर प्लाजा/प्लाजा स्थापित किया जा सकता है/ किये जा सकते हैं यदि ऐसा पथकर प्लाजा किसी स्थायी सेतु, इण्टरचेंज, प्लाई ओवर, रेल उपरिसेतु/रेल अधोसेतु, बाईपास या सुरंग या एक्सप्रेस-वे के लिए फीस संग्रह करने के लिए पथकर का अपवंचन रोकने के निमित्त हो।

9-रियायतें

(1) यथास्थिति निष्पादन प्राधिकारी या रियायतग्राही, उपनियम(2) में विनिर्दिष्ट दरों पर विनिर्दिष्ट अवधि के भीतर किसी पथकर प्लाजा को पार करने के लिए अनेक यात्राओं के लिए अनुरोध किये जाने पर पास जारी करेगा।

(2) रियायतग्राही किसी व्यक्ति के अनुरोध पर

स्तम्भ-2

एतद्वारा प्रतिस्थापित नियम

लागू फीस के अतिरिक्त रियायतग्राही/ प्राधिकृत एजेन्सी को लागू फीस के पाँच गुना अतिरिक्त फीस का भुगतान करना होगा।

7-फीस का प्रेषण एवं विनियोजन

निजी/सार्वजनिक निवेश की परियोजनाओं के मामले में इन नियमों के उपबन्धों के अधीन वसूली गई फीस का विनियोजन ऐसे रियायतग्राही/प्राधिकृत एजेन्सी द्वारा किये गये करार के अधीन उसके समझौते के उपबन्धों के अनुसार तथा उसके निष्पादन हेतु किया जायेगा।

8-प्लाजा का स्थान

(1) सामान्यतः यथास्थिति निष्पादन प्राधिकारी/रियायतग्राही पथकर प्लाजा नगर पालिका या स्थानीय नगर क्षेत्र की सीमा से 10 किलोमीटर बाहर ही स्थापित करेगा किन्तु अपवादिक परिस्थितियों में जहाँ यथास्थिति एक्सप्रेस-वे का कोई भाग, स्थाई सेतु इण्टरचेंज, प्लाई ओवर, रेल उपरिसेतु/रेल अधोसेतु, बाईपास या सुरंग नगर पालिका, या नगरीय क्षेत्र की सीमा के भीतर या ऐसी सीमा से 5 किलोमीटर की दूरी पर निर्मित हो तो मुख्यतः उस नगर पालिका या नगर क्षेत्र के निवासियों की सुविधा के लिए पथकर प्लाजा की स्थापना नगर पालिका या नगर क्षेत्र की सीमा में या ऐसी सीमा से 5 किलोमीटर के भीतर की जा सकती है।

(2) सामान्यतः एक्सप्रेस-वे के उसी भाग में और उसी दिशा में 60 किलोमीटर के भीतर कोई अन्य पथकर प्लाजा स्थापित नहीं किया जाएगा किन्तु अपवादिक परिस्थितियों में जहाँ निष्पादन प्राधिकारी आवश्यक समझता है वहाँ कारण लिखित रूप से अभिलिखित किये जाने पर 60 किलोमीटर के भीतर अन्य पथकर प्लाजा स्थापित कर सकता है या रियायतग्राही/प्राधिकृत एजेन्सी को स्थापित करने की अनुमति दे सकता है:

परन्तु अन्य पथकर प्लाजा से 60 किलोमीटर के भीतर पथकर प्लाजा/प्लाजा स्थापित किया जा सकता है/किये जा सकते हैं यदि ऐसा पथकर प्लाजा किसी स्थायी सेतु, इण्टरचेंज, प्लाई ओवर, रेल उपरिसेतु/रेल अधोसेतु, बाईपास या सुरंग या एक्सप्रेस-वे के लिए फीस संग्रह करने के लिए पथकर का अपवंचन रोकने के निमित्त हो।

9-रियायतें

(1) यथास्थिति निष्पादन प्राधिकारी या रियायतग्राही/ प्राधिकृत एजेन्सी, उपनियम(2) में विनिर्दिष्ट दरों पर विनिर्दिष्ट अवधि के भीतर किसी पथकर प्लाजा को पार करने के लिए अनेक यात्राओं के लिए अनुरोध किये जाने पर पास जारी करेगा।

(2) रियायतग्राही/प्राधिकृत एजेन्सी किसी व्यक्ति के



## स्तम्भ-1

## वर्तमान नियम

सम्बन्धित वाहन हेतु संदेय फीस के 160 प्रतिशत (एक सौ साठ प्रतिशत मात्र) की धनराशि के भुगतान पर उसी दिन वापसी पास जारी करेगा, यदि एक्सप्रेस-वे पर एक मात्र एक तरफ की यात्रा करनी हो।

(3) रियायतग्राही 20(बीस) या उससे अधिक एक तरफ के पथकर टिकटों के निर्गमन हेतु किसी व्यक्ति के अनुरोध पर सम्बन्धित विशिष्ट रजिस्ट्रीकृत वाहन हेतु संदेय 80 प्रतिशत (अस्सी प्रतिशत) फीस के रियायती दर पर ऐसे टिकट जारी करेगा। ऐसे रियायती टिकटों का प्रयोग विनिर्दिष्ट वाहन द्वारा किसी तरफ की एक यात्रा के लिए किसी एक कलेण्डर माह या उसके किसी भाग के लिए किया जाएगा।

(4) ऐसे किसी यांत्रिक वाहन के वाहन चालक, वाहन स्वामी या प्रभारी, जो एक्सप्रेस-वे के किसी भाग का प्रयोग करता हो और किसी पथकर प्लाजा को पार नहीं करता है, को न तो कोई पथकर पास जारी किया जायेगा और न उनसे कोई फीस वसूल की जायेगी।

## 10-अतिभराई के लिए फीस की दर

(1) तत्समय प्रवृत्त किसी विधि के अधीन किसी यांत्रिक यान के चालक, स्वामी या भारसाधक व्यक्ति के किसी दायित्व पर प्रतिकूल प्रभाव डाले बिना ऐसा यांत्रिक यान जो नियम 4 के उप नियम (1) के अधीन उसके प्रवर्ग के लिए विनिर्दिष्ट अनुज्ञेय भार से अधिक भार से लदा है, ऐसी दर पर फीस संदाय करने के लिये दायी होगी जो अगली उच्चतर श्रेणी के यांत्रिक यान के लिए लागू है।

परन्तु यह कि अतिभराई के लिए ऐसी फीस का संदाय यांत्रिक यान के चालक, स्वामी या भारसाधक व्यक्ति को उस एक्सप्रेस-वे का उपयोग करने के लिए हकदार नहीं बनायेगा और उसका यान उस यांत्रिक यान से अधिक भार हटाये जाने तक एक्सप्रेस-वे का उपयोग करने या पथकर पास करने से रोका जायेगा।

(2) पथकर प्लाजा पर संस्थापित तुला चौकी पर यथा अभिलिखित यांत्रिक यान का भार इस नियम के अधीन अतिभराई के लिए फीस उद्ग्रहण किये जाने का आधार होगा :

परन्तु जहाँ प्लाजा पर कोई तुला चौकी संस्थापित नहीं की गई है, वहाँ इस नियम के अधीन अतिभराई के लिए कोई फीस उद्ग्रहीत और संग्रहीत नहीं की जायेगी और यांत्रिक यान का चालक, स्वामी या भारसाधक व्यक्ति केवल ऐसे यान के लिए लागू फीस का संदाय करने के लिए दायी होगा।

## स्तम्भ-2

## एतद्वारा प्रतिस्थापित नियम

अनुरोध पर सम्बन्धित वाहन हेतु संदेय फीस के 160 प्रतिशत (एक सौ साठ प्रतिशत मात्र) की धनराशि के भुगतान पर उसी दिन वापसी पास जारी करेगा, यदि एक्सप्रेस-वे पर एक मात्र एक तरफ की यात्रा करनी हो।

(3) रियायतग्राही/प्राधिकृत ऐजेन्सी 20(बीस) या उससे अधिक एक तरफ के पथकर टिकटों के निर्गमन हेतु किसी व्यक्ति के अनुरोध पर सम्बन्धित विशिष्ट रजिस्ट्रीकृत वाहन हेतु संदेय 80 प्रतिशत (अस्सी प्रतिशत) फीस के रियायती दर पर ऐसे टिकट जारी करेगा। ऐसे रियायती टिकटों का प्रयोग विनिर्दिष्ट वाहन द्वारा किसी तरफ की एक यात्रा के लिए किसी एक कलेण्डर माह या उसके किसी भाग के लिए किया जाएगा।

(4) ऐसे किसी यांत्रिक वाहन के वाहन चालक, वाहन स्वामी या प्रभारी, जो एक्सप्रेस-वे के किसी भाग का प्रयोग करता हो और किसी पथकर प्लाजा को पार नहीं करता है, को न तो कोई पथकर पास जारी किया जायेगा और न उनसे कोई फीस वसूल की जायेगी।

## 10-अतिभराई के लिए फीस की दर

(1) तत्समय प्रवृत्त किसी विधि के अधीन किसी यांत्रिक यान के चालक, स्वामी या भारसाधक व्यक्ति के किसी दायित्व पर प्रतिकूल प्रभाव डाले बिना ऐसा यांत्रिक यान जो नियम 4 के उप नियम (1) के अधीन उसके प्रवर्ग के लिए विनिर्दिष्ट अनुज्ञेय भार से अधिक भार से लदा है, ऐसी दर पर फीस संदाय करने के लिये दायी होगी जो अगली उच्चतर श्रेणी के यांत्रिक यान के लिए लागू है।

परन्तु यह कि अतिभराई के लिए ऐसी फीस का संदाय यांत्रिक यान के चालक, स्वामी या भारसाधक व्यक्ति को उस एक्सप्रेस-वे का उपयोग करने के लिए हकदार नहीं बनायेगा और उसका यान उस यांत्रिक यान से अधिक भार हटाये जाने तक एक्सप्रेस-वे का उपयोग करने या पथकर पास करने से रोका जायेगा।

(2) पथकर प्लाजा पर संस्थापित तुला चौकी पर यथा अभिलिखित यांत्रिक यान का भार इस नियम के अधीन अतिभराई के लिए फीस उद्ग्रहण किये जाने का आधार होगा :

परन्तु जहाँ प्लाजा पर कोई तुला चौकी संस्थापित नहीं की गई है, वहाँ इस नियम के अधीन अतिभराई के लिए कोई फीस उद्ग्रहीत और संग्रहीत नहीं की जायेगी और यांत्रिक यान का चालक, स्वामी या भारसाधक व्यक्ति केवल ऐसे यान के लिए लागू फीस का संदाय करने के लिए दायी होगा।



## स्तम्भ-1

## वर्तमान नियम

## 11-फीस के संदाय से छूट

ऐसे यांत्रिक यान से फीस उद्ग्रहीत और संग्रहीत नहीं की जायेगी-

(क) जो निम्नलिखित को ले जा रहे हैं और उसके साथ चल रहे हैं:-

- (एक) भारत के राष्ट्रपति;
- (दो) भारत के उप राष्ट्रपति;
- (तीन) भारत के प्रधानमंत्री;
- (चार) भारत के मुख्य न्यायमूर्ति;
- (पांच) राज्यपाल;
- (छः) उप राज्यपाल;
- (सात) मुख्यमंत्री;
- (आठ) केन्द्रीय और राज्य विधानमण्डल के अधिकारिता रखने वाले पीठासीन अधिकारी;
- (नौ) लोक सभा, राज्य सभा और राज्य विधान मण्डलों के अधिकारिता से युक्त विरोधी दल के नेता;
- (दस) उच्चतम न्यायालय के न्यायाधीश;
- (ग्यारह) राज्य के विधान परिषद के सभापति;
- (बारह) राज्य के विधान सभा के अध्यक्ष;
- (तेरह) उच्च न्यायालय के मुख्य न्यायाधीश;
- (चौदह) उच्च न्यायालय के न्यायाधीश;
- (पंद्रह) भारत सरकार के मंत्री;
- (सोलह) उ०प्र० सरकार के मंत्री;
- (सत्रह) उ०प्र० सरकार के सचिव और आयुक्त;
- (अठ्ठारह) राज्य के दौरे पर आये उच्च पदस्थ विदेशी व्यक्ति;
- (उन्नीस) सी०डी० प्रतीक के साथ कार का प्रयोग करने वाले भारत में संस्थापित विदेशी मिशनो के प्रधान;
- (बीस) समस्त सरकारी वाहन।

(ख) यान, जो भारतीय पथकर (सेना और वायु सेना ) अधिनियम 1901 और तदधीन बनाये गये नियमों, जो नौसेना को भी विस्तारित किये गये हैं, के उपबन्धों के अनुसार निम्नलिखित के द्वारा शासकीय प्रयोजनों के लिए प्रयुक्त किये जा रहे हों :-

(एक) रक्षा मंत्रालय जिसमें वे भी सम्मिलित हैं, जो छूट के पात्र हो;

## स्तम्भ-2

## एतद्वारा प्रतिस्थापित नियम

## 11-फीस के संदाय से छूट

(1) ऐसे यांत्रिक यान से फीस उद्ग्रहीत और संग्रहीत नहीं की जायेगी :-

(क) जो निम्नलिखित को ले जा रहे हैं और उसके साथ चल रहे हैं:-

- (एक) भारत के राष्ट्रपति;
- (दो) भारत के उप राष्ट्रपति;
- (तीन) भारत के प्रधानमंत्री;
- (चार) भारत के मुख्य न्यायमूर्ति;
- (पांच) राज्यपाल;
- (छः) उप राज्यपाल;
- (सात) मुख्यमंत्री;
- (आठ) केन्द्रीय और राज्य विधानमण्डल के अधिकारिता रखने वाले पीठासीन अधिकारी;
- (नौ) लोक सभा, राज्य सभा और राज्य विधान मण्डलों के अधिकारिता से युक्त विरोधी दल के नेता;
- (दस) उच्चतम न्यायालय के न्यायाधीश;
- (ग्यारह) राज्य के विधान परिषद के सभापति;
- (बारह) राज्य के विधान सभा के अध्यक्ष;
- (तेरह) उच्च न्यायालय के मुख्य न्यायाधीश;
- (चौदह) उच्च न्यायालय के न्यायाधीश;
- (पंद्रह) भारत सरकार के मंत्री;
- (सोलह) उ०प्र० सरकार के मंत्री;
- (सत्रह) उ०प्र० सरकार के सचिव और आयुक्त;
- (अठ्ठारह) राज्य के दौरे पर आये उच्च पदस्थ विदेशी व्यक्ति;
- (उन्नीस) सी०डी० प्रतीक के साथ कार का प्रयोग करने वाले भारत में संस्थापित विदेशी मिशनो के प्रधान;
- (बीस) समस्त सरकारी वाहन।

(ख) सरकारी कार्य हेतु प्रयुक्त यान:-

(एक) रक्षा मंत्रालय जिसमें वो भी सम्मिलित जो भारतीय पथकर (सेना और वायु सेना ) अधिनियम 1901 और तदधीन बनाये गये नियमों, जो नौसेना को भी विस्तारित किये गये हैं, के उपबन्धों के अनुसार छूट के पात्र हो;



## स्तम्भ-1

## वर्तमान नियम

(दो) अर्द्धसैनिक बलों और पुलिस वर्दी में केन्द्रीय और राज्य सशस्त्र बल;

(तीन) ड्यूटी पर कार्यपालक मजिस्ट्रेट;

(चार) ऐसे व्यक्ति, जिसके लिए कार्यस्थल के संबंध में अपने सांविधिक दायित्वों के निर्वहन के लिए एक्सप्रेस-वे का प्रयोग अपेक्षित है ;

(पांच) अग्निशमन विभाग या संगठन;

(छः) सम्बन्धित एक्सप्रेस वे प्राधिकरण, के अधिकारी और;

(ग) एम्बुलेस के रूप में प्रयुक्त यान।

## 12-सूचना प्रदर्शित करना

(1) यथास्थिति निष्पादन प्राधिकरण या रियायतग्राही यांत्रिक वाहनों से प्रभारित की जाने वाली फीस धनराशि को विनिर्दिष्ट करने वाली सूचना को ऐसे क्षेत्र में व्यापक प्रसार वाले कम से कम एक-एक अंग्रेजी तथा क्षेत्रीय भाषा के समाचार पत्र में प्रकाशित कराएगा।

(2) रियायतग्राही पथकर प्लाजा से एक हजार मीटर पहले स्पष्ट रूप से अंग्रेजी तथा हिन्दी में पांच सौ मीटर पूर्व अंग्रेजी तथा क्षेत्रीय भाषा में निम्नलिखित सूचना प्रदर्शित करेगा:-

एक-नियम 9 के अधीन प्रत्येक श्रेणी के वाहन के लिए संदेय फीस की धनराशि तथा उपलब्ध रियायत;

दो-उन श्रेणियों के वाहन जो फीस के संदाय से छूट प्राप्त हैं तथा ;

तीन-रियायतग्राही का नाम पता तथा दूरभाष या सम्पर्क संख्या।

(3) सूचना पट्टों की ऊँचाई उनकी गुणवत्ता तथा अक्षरों का आकार प्रयोक्ताओं को स्पष्ट रूप से दृष्टव्य या सुपाद्य हो।

## 13-अनाधिकृत वसूली

(1) यथास्थिति राज्य सरकार या निष्पादन प्राधिकारी द्वारा प्राधिकृत कोई अधिकारी, यथास्थिति निष्पादन प्राधिकारी या रियायतग्राही द्वारा अधिक वसूल की गयी फीस (यदि कोई हो) का निर्धारण कर सकता है और ऐसे प्राधिकरण या रियायतग्राही से अधिक वसूल की गई फीस की पच्चीस प्रतिशत धनराशि के साथ उक्त की वसूली करेगा:

परन्तु इस प्रकार अधिक फीस की वसूली तब तक नहीं की जायेगी, जब तक कि यथास्थिति निष्पादन प्राधिकरण अथवा रियायतग्राही को सुनवाई का अवसर न दे दिया जाये।

(2) फीस की अनाधिकृत वसूली से क्षुब्ध किसी यांत्रिक वाहन का चालक, स्वामी अथवा प्रभारी इस निमित्त यथास्थिति राज्य सरकार अथवा निष्पादन प्राधिकारी द्वारा प्राधिकृत अधिकारी को शिकायत दर्ज

## स्तम्भ-2

## एतद्वारा प्रतिस्थापित नियम

(दो) अर्द्धसैनिक बलों और पुलिस वर्दी में केन्द्रीय और राज्य सशस्त्र बल;

(तीन) ड्यूटी पर कार्यपालक मजिस्ट्रेट;

(चार) ऐसे व्यक्ति, जिसके लिए कार्यस्थल के संबंध में अपने सांविधिक दायित्वों के निर्वहन के लिए एक्सप्रेस-वे का प्रयोग अपेक्षित है;

(पांच) अग्निशमन विभाग या संगठन;

(छः) सम्बन्धित एक्सप्रेस वे प्राधिकरण, के अधिकारी और;

(ग) एम्बुलेस के रूप में प्रयुक्त यान।

## 12-सूचना प्रदर्शित करना

(1) यथास्थिति निष्पादन प्राधिकरण या रियायतग्राही/ प्राधिकृत ऐजेन्सी यांत्रिक वाहनों से प्रभारित की जाने वाली फीस धनराशि को विनिर्दिष्ट करने वाली सूचना को ऐसे क्षेत्र में व्यापक प्रसार वाले कम से कम एक-एक अंग्रेजी तथा क्षेत्रीय भाषा के समाचार पत्र में प्रकाशित कराएगा।

(2) रियायतग्राही/प्राधिकृत ऐजेन्सी पथकर प्लाजा से एक हजार मीटर पहले स्पष्ट रूप से अंग्रेजी तथा हिन्दी में पांच सौ मीटर पूर्व अंग्रेजी तथा क्षेत्रीय भाषा में निम्नलिखित सूचना प्रदर्शित करेगा:-

एक-नियम 9 के अधीन प्रत्येक श्रेणी के वाहन के लिए संदेय फीस की धनराशि तथा उपलब्ध रियायत;

दो-उन श्रेणियों के वाहन जो फीस के संदाय से छूट प्राप्त हैं तथा;

तीन-निष्पादन प्राधिकारी एवं रियायतग्राही/प्राधिकृत ऐजेन्सी का नाम पता तथा दूरभाष या सम्पर्क संख्या।

(3) सूचना पट्टों की ऊँचाई उनकी गुणवत्ता तथा अक्षरों का आकार प्रयोक्ताओं को स्पष्ट रूप से दृष्टव्य या सुपाद्य हो।

## 13-अनाधिकृत वसूली

(1) यथास्थिति राज्य सरकार या निष्पादन प्राधिकरण द्वारा प्राधिकृत कोई अधिकारी, यथास्थिति निष्पादन प्राधिकारी या रियायतग्राही/प्राधिकृत ऐजेन्सी द्वारा अधिक वसूल की गयी फीस (यदि कोई हो) का निर्धारण कर सकता है और ऐसे प्राधिकरण या रियायतग्राही/प्राधिकृत ऐजेन्सी से अधिक वसूल की गई फीस को पच्चीस प्रतिशत अतिरिक्त धनराशि के साथ वसूली करेगा:

परन्तु इस प्रकार अधिक फीस की वसूली तब तक नहीं की जायेगी, जब तक कि यथास्थिति निष्पादन प्राधिकरण अथवा रियायतग्राही/ प्राधिकृत ऐजेन्सी को सुनवाई का अवसर न दे दिया जाये।

(2) फीस की अनाधिकृत वसूली से क्षुब्ध किसी यांत्रिक वाहन का चालक, स्वामी अथवा प्रभारी इस निमित्त यथास्थिति राज्य सरकार अथवा निष्पादन प्राधिकारी द्वारा प्राधिकृत अधिकारी को शिकायत दर्ज



**स्तम्भ-1**

**वर्तमान नियम**

कर सकता है। जो पक्षकारों की सुनवाई के उपरान्त अधिक भुगतान की वापसी तथा ऐसे उपयोगकर्ता को हुई असुविधा की क्षतिपूर्ति के सम्बन्ध में तीन दिन के अन्दर आदेश निर्गत करेगा।

**14-फीस भुगतान की विफलता**

(1) यदि किसी यांत्रिक वाहन का कोई चालक, स्वामी अथवा प्रभारी एक्सप्रेसवेज या उसके किसी भाग, स्थायी सेतु, इण्टरचेंज, फ्लाई ओवर, रेल उपरिसेतु/रेल अधोसेतु, बाईपास या सुरंग का प्रयोग करने हेतु फीस का भुगतान नहीं करता है या भुगतान करने से मना करता है तो उसके वाहनों को एक्सप्रेस-वे के ऐसे भाग, स्थायी सेतु, इण्टरचेंज, फ्लाईओवर, रेल उपरिसेतु/रेल अधोसेतु, बाईपास या सुरंग का प्रयोग करने की अनुमति नहीं दी जायेगी और यदि इस प्रकार के वाहन के मार्ग में अड़े रहने से यातायात बाधित हो रहा हो तो ऐसे वाहनों को एक्सप्रेस-वे से जबरन हटाया जा सकता है।

(2) जहाँ किसी यांत्रिक वाहन का चालक अथवा प्रभारी व्यक्ति इन नियमों के अधीन उद्ग्रहीत फीस का भुगतान करने से मना करता है अथवा उसमें असफल रहता है तो उसकी वसूली यांत्रिक वाहन के पंजीकृत स्वामी से की जायेगी।

(3) यथास्थिति जहाँ राज्य सरकार, निष्पादन प्राधिकरण या रियायतग्राही को यह विश्वास करने का कारण हो कि यांत्रिक वाहन एक्सप्रेस-वे के किसी भाग, स्थायी सेतु, इण्टरचेंज, फ्लाई ओवर, रेल उपरिसेतु/रेल अधोसेतु, बाईपास या सुरंग पर/में देय फीस का भुगतान किये बिना चलाया जा रहा है, वहाँ वह ऐसे वाहनों को भुगतान के सत्यापन के प्रयोजन हेतु रोक सकता है और ऐसे वाहनों से निर्धारित फीस का पचास प्रतिशत अतिरिक्त धनराशि के साथ देय फीस वसूल कर सकता है।

**15-अभिलेखों के सत्यापन हेतु राज्य सरकार की शक्ति**

यथास्थिति राज्य सरकार अथवा निष्पादन प्राधिकरण द्वारा सम्यक रूप से प्राधिकृत किसी अधिकारी को फीस वसूली को सत्यापित करने और यथास्थिति निष्पादन प्राधिकरण या रियायतग्राही के किसी दस्तावेज, अभिलेख, अन्य सूचना, रसीदों या रिपोर्टों के निरीक्षण करने की शक्ति होगी।

**स्तम्भ-2**

**एतद्वारा प्रतिस्थापित नियम**

कर सकता है। जो पक्षकारों की सुनवाई के उपरान्त अधिक भुगतान की वापसी तथा ऐसे उपयोगकर्ता को हुई असुविधा की क्षतिपूर्ति के सम्बन्ध में तीन दिन के अन्दर आदेश निर्गत करेगा।

**14-फीस भुगतान की विफलता**

(1) यदि किसी यांत्रिक वाहन का कोई चालक, स्वामी अथवा प्रभारी एक्सप्रेस-वेज या उसके किसी भाग, स्थायी सेतु, इण्टरचेंज, फ्लाई ओवर, रेल उपरिसेतु/रेल अधोसेतु, बाईपास या सुरंग का प्रयोग करने हेतु फीस का भुगतान नहीं करता है या भुगतान करने से मना करता है तो उसके वाहनों को एक्सप्रेस-वे के ऐसे भाग, स्थायी सेतु, इण्टरचेंज, फ्लाईओवर, रेल उपरिसेतु/रेल अधोसेतु, बाईपास या सुरंग का प्रयोग करने की अनुमति नहीं दी जायेगी और यदि इस प्रकार के वाहन के मार्ग में अड़े रहने से यातायात बाधित हो रहा हो तो ऐसे वाहनों को रियायतग्राही/प्राधिकृत एजेन्सी द्वारा एक्सप्रेस-वे, सेतु, इण्टरचेंज, फ्लाई ओवर, रेल उपरिसेतु/रेल अधोसेतु, बाईपास या सुरंग आदि से जबरन हटाया जा सकता है।

(2) जहाँ किसी यांत्रिक वाहन का चालक अथवा प्रभारी व्यक्ति इन नियमों के अधीन उद्ग्रहीत फीस का भुगतान करने से मना करता है अथवा उसमें असफल रहता है तो उसकी वसूली यांत्रिक वाहन के पंजीकृत स्वामी से की जायेगी।

(3) यथास्थिति जहाँ राज्य सरकार, निष्पादन प्राधिकरण या रियायतग्राही/प्राधिकृत एजेन्सी को यह विश्वास करने का कारण हो कि यांत्रिक वाहन एक्सप्रेस-वे के किसी भाग, स्थायी सेतु, इण्टरचेंज, फ्लाई ओवर, रेल उपरिसेतु/रेल अधोसेतु, बाईपास या सुरंग पर/में देय फीस का भुगतान किये बिना चलाया जा रहा है, वहाँ वह ऐसे वाहनों को भुगतान के सत्यापन के प्रयोजन हेतु रोक सकता है और ऐसे वाहनों से निर्धारित फीस का पचास प्रतिशत अतिरिक्त धनराशि के साथ देय फीस वसूल कर सकता है।

**15-अभिलेखों के सत्यापन हेतु राज्य सरकार की शक्ति**

यथास्थिति राज्य सरकार अथवा निष्पादन प्राधिकरण द्वारा सम्यक रूप से प्राधिकृत किसी अधिकारी को फीस वसूली को सत्यापित करने और यथास्थिति निष्पादन प्राधिकरण या रियायतग्राही/प्राधिकृत एजेन्सी के किसी दस्तावेज, अभिलेख, अन्य सूचना, रसीदों या रिपोर्टों के निरीक्षण करने की शक्ति होगी।



## स्तम्भ-1

## वर्तमान नियम

**16-निजी निवेश परियोजनाओं के सम्बन्ध में फीस की वसूली**

(1) नियम 3 के उपनियम (2) के उपबन्धों के अधीन उद्गृहीत फीस, करार प्रवृत्त हो जाने पर रियायतग्राही द्वारा वसूल की जाएगी तथा उसे बनाए रखा जायेगा।

(2) नियम 3 के उपनियम (2) के अधीन विनिर्दिष्ट करार की समाप्ति पर या समाप्ति के दिन से यथास्थिति राज्य सरकार या निष्पादन प्राधिकरण द्वारा उद्गृहीत फीस की वसूली की जायेगी।

**18-अतिरिक्त शुल्कद्वार (बैरियर) लगाने पर प्रतिबन्ध**

पथकर प्लाजा से भिन्न किसी स्थान पर कोई शुल्क द्वार (बैरियर) नहीं लगाया जाएगा, किन्तु आपवादिक मामलों में राज्य सरकार अथवा निष्पादन प्राधिकरण इस बात से संतुष्ट हो जाने पर कि फीस का अपवंचन हो रहा है, ऐसे निबंधन एवं शर्तों पर जैसा कि वह अधिरोपित करे, अतिरिक्त शुल्क द्वारा (बैरियर) लगाने की अनुमति दे सकता है। यथास्थिति राज्य सरकार, निष्पादन प्राधिकरण अथवा रियायतग्राही (कन्सेशनायर) द्वारा फीस का अपवंचन रोकने हेतु ऐसे शुल्क द्वार (बैरियर) का प्रतिस्थापन पथकर प्लाजा से 10 कि.मी. के भीतर किया जाएगा अथवा किया जा सकता है।

किन्तु यथास्थिति राज्य सरकार अथवा निष्पादन प्राधिकरण, किसी भी समय लिखित रूप से कारण बताते हुये ऐसी अनुज्ञा को वापस ले सकता है :

परन्तु अग्रतर यह कि जहाँ यथास्थिति राज्य सरकार अथवा निष्पादन प्राधिकरण रियायतग्राही को अतिरिक्त शुल्कद्वार (बैरियर) स्थापित करने की अनुमति नहीं देता है, वहाँ ऐसी अस्वीकृति के कारणों को ऐसे रियायतग्राही को 15 दिन के भीतर संसूचित किया जायेगा।

## स्तम्भ-2

## एतद्वारा प्रतिस्थापित नियम

**16-निजी निवेश परियोजनाओं के सम्बन्ध में फीस की वसूली**

(1) नियम 3 के उपनियम (2) के उपबन्धों के अधीन उद्गृहीत फीस, करार प्रवृत्त होने तक रियायतग्राही द्वारा वसूल की जाएगी तथा उसे बनाए रखा जायेगा।

(2) नियम 3 के उपनियम (2) के अधीन विनिर्दिष्ट करार की समाप्ति पर या समाप्ति के दिन से यथास्थिति राज्य सरकार या निष्पादन प्राधिकरण द्वारा उद्गृहीत फीस की वसूली की जायेगी।

**17-सार्वजनिक निवेश परियोजनाओं के सम्बन्ध में फीस की वसूली**

(1) नियम 3 के उपनियम (2) के उपबन्धों के अधीन उद्गृहीत फीस "इंजिनियरिंग, प्रोक्योरमेंट एण्ड कन्स्ट्रक्शन" या किसी अन्य पद्धति पर आधारित परियोजनाओं की दशा में करार प्रवृत्त होने तक प्राधिकृत ऐजेन्सी द्वारा करार के अनुसार वसूल की जाएगी तथा उसे विनियोजित किया जायेगा।

(2) नियम 3 के उपनियम (2) के अधीन विनिर्दिष्ट करार की समाप्ति पर या समाप्ति के दिनांक से, यथास्थिति, राज्य सरकार या निष्पादन प्राधिकारी द्वारा उद्गृहीत फीस की वसूली की जायेगी।

**18-अतिरिक्त बैरियर लगाने पर प्रतिबन्ध**

पथकर प्लाजा से भिन्न किसी स्थान पर कोई बैरियर नहीं लगाया जाएगा, किन्तु आपवादिक मामलों में राज्य सरकार अथवा निष्पादन प्राधिकरण इस बात से संतुष्ट हो जाने पर कि फीस का अपवंचन हो रहा है, ऐसे निबंधन एवं शर्तों पर जैसा कि वह अधिरोपित करे, अतिरिक्त बैरियर लगाने की अनुमति दे सकता है। यथास्थिति राज्य सरकार, निष्पादन प्राधिकरण अथवा रियायतग्राही (कन्सेशनायर)/प्राधिकृत ऐजेन्सी द्वारा फीस का अपवंचन रोकने हेतु स्थापित ऐसे बैरियर पथकर प्लाजा से 10 कि.मी. के भीतर ही होने चाहिए।

किन्तु यथास्थिति राज्य सरकार अथवा निष्पादन प्राधिकरण, किसी भी समय लिखित रूप से कारण बताते हुये ऐसी अनुज्ञा को वापस ले सकता है :

परन्तु अग्रतर यह कि यदि यथास्थिति राज्य सरकार अथवा निष्पादन प्राधिकरण द्वारा रियायतग्राही/प्राधिकृत ऐजेन्सी को अतिरिक्त बैरियर स्थापित करने की अनुमति नहीं देता है, तो ऐसी अस्वीकृति के कारणों को रियायतग्राही/प्राधिकृत ऐजेन्सी को 15 दिन के भीतर संसूचित किया जायेगा।

आज्ञा से,

आलोक सिन्हा,

प्रमुख सचिव।



IN pursuance of the provisions of clause (3) of Article 348 of the Constitution, the Governor is pleased to order the publication of the following English translation of notification no. 2747/LXXVII-3-17-37M-12 for general information:

No.2747/LXXVII-3-17-37M-12

Dated Lucknow, December 15, 2017

IN exercise of the powers under section 2 read with section 9 of the INDIAN Toll Act, 1851 (Act no.8 of 1851) as amended in its application to Uttar Pradesh and all other power enabling him, in this behalf the Governor is pleased to modify "The Uttar Pradesh Expressway (Levy of Tolls and fixing of Fees and Realisation thereof) Rules, 2010" with a view to regulating the fees to be charged and the toll levied or and realised from all persons, incharge of vehicles, using the expressway and all bridges including interchanges and flyovers, railway over bridges and under bridges, bypass line of expressway constructed on Public Private Partnership/Engineering Procurement and Construction/Any other mode under the control of the State Government or any other authorities by notification authorised by it or concessionaire/agency authorised under provisions of concession agreement/agreement in this behalf.

In the Uttar Pradesh Expressway (Levy of Tolls and Fixing of Fees and Realisation thereof) Rules, 2010 for the Rules 1 to 18 setout in Column-I below the rules as setout in Column-II shall be substituted; namely:-

**THE UTTAR PRADESH EXPRESSWAY (LEVY OF TOLLS AND FIXING OF FEES AND REALISATION THEREOF) (FOURTH AMENDMENT) RULES, 2017.**

**COLUMN-I**

**Existing rules**

**1. Short title and commencement**

1.(1) These rules may be called The Uttar Pradesh Expressway (Levy of Tolls and fixing of Fees and realisation thereof) Rules, 2010.

(2) They shall come into force at once.

**2. Definition**

(1) In these rules, unless the context otherwise requires:-

(a) "Act" means the Indian Toll Act 1851;

(b) "Base Year" means the period commencing on the 1st day of April, 2009 and ending with 31st day of March 2010;

(c) "Bypass" means a section of the expressway bypassing a town or city;

(d) "Bridge" means a structure having a length of exceeding 6 metres between the inner faces of the dirt walls for carrying traffic or other moving loads over a depression or obstruction such as channel, road or railway;

(e) "Car" or "Jeep" or "Van" or "light motor vehicle" means any mechanical vehicle the gross vehicle weight of which does not exceed

**COLUMN-II**

**Rules as hereby substituted**

**1. Short title and commencement**

1.(1) These modified rules may be called The Uttar Pradesh Expressway (Levy of Tolls and fixing of Fees and realisation thereof) (Fourth Amendment) Rules, 2017.

(2) They shall come into force from the date of publication thereof in the *Gazette*.

**2. Definition**

(1) In these rules, unless the context otherwise requires:-

(a) "Act" means the Indian Toll Act 1851;

(b) "Authorised Agency" means a person who has entered into an agreement with the Uttar Pradesh Government/Executing Authority notified by the State Government for collection of Toll;

(c) "Toll Agreement" means an agreement entered into between the Uttar Pradesh Government/Executing Authority notified by the State Government and any person or persons for collection of toll;

(d) "Base year" means the period commencing on the 1<sup>st</sup> day of April, 2009 and ending with 31st day of March, 2010;

(e) "Bypass" means a section of the expressway bypassing a town or city;



COLUMN-I*Existing rules*

seven thousand five hundred kilograms or the registered passenger carrying capability as specified in the certificate of registration issued under the Motor Vehicles Act, 1988 does not exceed twelve excluding the driver;

(f) "Concession Agreement" means an agreement entered into between the Uttar Pradesh Government/authority notified by the State Government and any person or persons for construction, operation or maintenance of infrastructure;

(g) "Concessionaire" means a person who has entered into a concession agreement with the Uttar Pradesh Government/authority notified by the State Government;

(h) "Executing Authority" means an officer or authority notified by the State Government;

(i) "Expressway" means a highway having a divided carriageway suitable for high speed traffic and with control of access which is constructed, operated or maintained under a concession agreement;

(j) "Elevated Highway" means any section of Expressway raised above ground level through support of piers or columns;

(k) "Financial Year" means the period of twelve calendar months commencing on the 1st day of April of a year and ending with 31st day of March of the succeeding year;

(l) "Gross Vehicle Weight" in respect of any means the total weight of the vehicle and load certified and registered by the registering authority as permissible for that vehicle under the Motor Vehicles Act, 1988 (Act, No. 59 of 1988);

(m) "Heavy Construction Machinery" or "Earth moving equipment" or "multi axle vehicle" or heavy truck means heavy construction machinery or earth moving equipment or mechanical vehicle including a multi axle vehicle with three to six axles or vehicle with a gross vehicle weight exceeding twenty thousand kilogram but less than sixty thousand kilogram; and

COLUMN-II*Rules as hereby substituted*

(f) "Bridge" means a structure having a length of exceeding 6 metres between the inner faces of the dirt walls for carrying traffic or other moving loads over a depression or obstruction such as channel, road or railway;

(g) "Car" or "Jeep" or "Van" or "light motor vehicle" means any mechanical vehicle the gross vehicle weight of which does not exceed seven thousand five hundred kilograms or the registered passenger carrying capability as specified in the certificate of registration issued under the Motor Vehicles Act, 1988 does not exceed twelve excluding the driver;

(h) "Concession Agreement" means an agreement entered into between the Uttar Pradesh Government/authority notified by the State Government and any person or persons for construction, operation or maintenance of infrastructure;

(i) "Concessionaire" means a person who has entered into a concession agreement with the Uttar Pradesh Government/authority notified by the State Government;

(j) "Executing Authority" means an officer or authority notified by the State Government for implementing the Expressway Project;

(k) "Expressway" means a highway having a divided carriageway suitable for high speed traffic and with control of access which is constructed, operated or maintained under a concession agreement/agreement;

(l) "Elevated Highway" means any section of Expressway raised above ground level through support of piers or columns;

(m) "Financial Year" means the period of twelve calendar months commencing on the 1<sup>st</sup> day of April of a year and ending with 31<sup>st</sup> day of March of the succeeding year;



**COLUMN-I**

*Existing rules*

- (n) "Interchange" means a grade separated intersection with connecting roadways;
- (o) "Lane" means a lane forming part of the main carriageway and having a minimum width of three meters and fifty centimeters;
- (p) "Light Commercial Vehicle" or "light goods vehicle" or "mini bus" means any mechanical vehicles with a gross vehicle weight exceeding seven thousand five hundred kilogram but less than twelve thousand kilogram to the registered passenger carrying capability as specified in the certificate of registration issued under the Motor Vehicles Act 1988, exceeds twelve but does not exceed thirty two excluding the driver;
- (q) "Mechanical vehicle" means any vehicle driven under its own power including a motor vehicle as defined under the Motor Vehicle Act, 1988;
- (r) "Oversized vehicle" means any goods carrier with seven or more axles or vehicle with a gross weight exceeding sixty thousand kilograms;
- (s) "Public private partnership project" means a project relating to section of expressway, including all permanent bridges, interchange, flyover, ROB/RUB, bypass or tunnel lying on it for which an agreement is entered into with a concessionaire;
- (t) "Railway over/under bridge" (ROB/RUB) means and includes a road over bridge/underbridge that crosses above/under a railway track and which is constructed, operated or maintained under a concession agreement;

**COLUMN-II**

*Rules as hereby substituted*

- (n) "Gross Vehicle Weight" in respect of any means the total weight of the vehicle and load certified and registered by the registering authority as permissible for that vehicle under the Motor Vehicles Act, 1988 (Act no. 59 of 1988);
- (o) "Heavy Construction Machinery" or earth moving equipment" or "multi axle vehicle" or heavy truck means heavy construction machinery or earth moving equipment or mechanical vehicle including a multi axle vehicle with three to six axles or vehicle with a gross vehicle weight exceeding twenty thousand kilogram but less than sixty thousand kilogram;
- (p) "Interchange" means a grade separated intersection with connecting roadways;
- (q) "Lane" means a lane forming part of the main carriageway and having a minimum width of three meters and fifty centimeters;
- (r) "Light Commercial Vehicle" or "light goods vehicle" or "mini bus" means any mechanical vehicle with a gross vehicle weight exceeding seven thousand five hundred kilogram but less than twelve thousand kilogram to the registered passenger carrying capability as specified in the certificate of registration issued under the Motor Vehicles Act 1988, exceeds twelve but does not exceed thirty two excluding the driver;
- (s) "Mechanical Vehicle" means any vehicle driven under its own power including a motor vehicle as defined under the Motor Vehicle Act, 1988;
- (t) "Oversized Vehicle" means any goods carrier with seven or more axles or vehicle with a gross weight exceeding sixty thousand kilograms;



**COLUMN-I***Existing rules*

(u) "Service Road" means a road running parallel to a section of the expressway which provides access to the land adjoining such section of the expressway;

(v) "Toll or Fee" means the toll levied per kilometre or per metre, as the case may be, payable by the user of a project highway, permanent bridge, interchange, flyover, ROB/RUB or road overbridge/underbridge, bypass or tunnel under these Rules;

(w) "Toll Plaza" means any building, structure or booth made for collection of fee;

(x) "Truck" or "Bus" means any mechanical vehicle with a gross vehicle weight exceeding twelve thousand kilogram but less than twenty thousand kilogram or the registered passenger carrying as specified in the certificate of registration issued under the Motor Vehicles Act, 1988, exceeds thirty two excluding the driver;

(y) Wholesale Price Index (WPI) means the Wholesale Price Index as published by the Ministry of Industry, Government of India or any Index published in substitution thereof by the Government of India.

**3. Levy of Fee**

(1) The State Government may, by notification, levy fee for use of any section of expressway, for express evacuation for travelers permanent bridge,

**COLUMN-II***Rules as hereby substituted*

(u) "Public Private Partnership Project" means a project relating to section of expressway, including all permanent bridges, interchange, flyover, ROB/RUB, bypass or tunnel lying on it for which an agreement is entered into with a concessionaire;

(v) "Engineering Procurement and Construction Project" means a project relating to section of expressway, including all permanent bridges, interchange, flyover, ROB/RUB, bypass or tunnel lying on it for which an agreement is entered into with a Contractor;

(w) "Railway over/under bridge" (ROB/RUB) means and includes a road over bridge/underbridge that crosses above/under a railway track and which is constructed, operated or maintained under a concession agreement;

(x) "Service Road" means a road running parallel to a section of the expressway which provides access to the land adjoining such section of the expressway;

(y) "Toll or Fee" means the toll levied per kilometre or per metre, as the case may be, payable by the user of a project highway, permanent bridge, interchange, flyover, ROB/RUB or road overbridge/underbridge, bypass or tunnel under these Rules;

(z) "Toll Plaza" means any building, structure or booth made for collection of fee;

(aa) "Truck" or "Bus" means any mechanical vehicle with a gross vehicle weight exceeding twelve thousand kilogram but less than twenty thousand kilogram or the registered passenger carrying as specified in the certificate of registration issued under the Motor Vehicles Act, 1988 exceeds thirty two excluding the driver;

(bb) Wholesale Price Index (WPI) means the Wholesale Price Index as published by the Ministry of Industry, Government of India or any Index published in substitution thereof by the Government of India.

**3. Levy of Fee**

(1) The State Government may, by notification, levy fee for use of any section of expressway, for express evacuation for travelers permanent



**COLUMN-I**
**Existing rules**

interchange, flyover, ROB/RUB, bypass or tunnel forming part of the expressway, as the case may be, in accordance with the provision of these rules;

(2) In the case of private investment project, the collection of fee levied under sub-rule (1) shall be made during the concession period in accordance with the terms of the agreement entered into by the Concessionaire and shall commence from the date of completion of the Expressway. No pedestrian or non-motorized vehicle or unregistered vehicle is allowed to use any section of the expressway permanent bridge, interchange, flyover, ROB/RUB, bypass or tunnel, as the case may be :

Provided that in an emergency situation such as breakdown of running vehicle, the occupant of the vehicle shall be allowed to use expressway, permanent bridge, interchange, flyover, ROB/RUB bypass or tunnel;

(3) No fee shall be levied for the use of the section of expressway, permanent bridge, interchange, flyover, ROB/RUB, bypass or tunnel, as the case may be, from vehicles plying on service roads only :

Provided further that irrespective of availability of service road, the owner, driver or the person in charge of a two wheeler, three wheeler and legally registered tractor is making use of the section of expressway, permanent bridge, interchange, flyover, ROB/RUB, bypass or tunnel, as the case may be, he or she shall be charged fifty per cent of the fee levied on a car;

(4) The fee notified by the State Government under these rules shall the rounded off and levied in multiple of the nearest Rupees five.

**4. Base Rate of Fee**

(1) The rate of fee for use of a section of Expressway of six/eight lanes shall, for the base year 2009-10, be the product of length of such section multiplied by the following rates, namely:—

**COLUMN-II**
**Rules as hereby substituted**

bridge, interchange, flyover, ROB/RUB, bypass or tunnel forming part of the expressway, as the case may be, in accordance with the provision of these rules;

(2) In the case of private/public investment project, the collection of fee levied under sub-rule (1) shall be made during the concession/toll agreement period in accordance with the terms of the agreement entered into by the Concessionaire/Authorised Agency and shall commence from the date of completion of the Expressway/or from an agreed date. No pedestrian or non-motorized vehicle or unregistered vehicle is allowed to use any section of the expressway permanent bridge, interchange, flyover, ROB/RUB, bypass or tunnel, as the case may be:

Provided that in an emergency situation such as breakdown of running vehicle, the occupant of the vehicle shall be allowed to use expressway, permanent bridge, interchange, flyover, ROB/RUB bypass or tunnel;

(3) No fee shall be levied for the use of the section of expressway, permanent bridge, interchange, flyover, ROB/RUB, bypass or tunnel, as the case may be, from vehicles plying on service roads only :

Provided further that irrespective of availability of service road, the owner, driver or the person in charge of a two wheeler, three wheeler and legally registered tractor is making use of the section of expressway, permanent bridge, interchange, flyover, ROB/RUB, bypass or tunnel, as the case may be, he or she shall be charged fifty per cent of the fee levied on a car;

(4) The fee notified by the State Government under these rules shall the rounded off and levied in multiple of the nearest Rupees five.

**4. Base Rate of Fee**

(1) The rate of fee for use of a section of Expressway of six/eight lanes shall, for the base year 2009-10, be the product of length of such section multiplied by the following rates, namely:—



**COLUMN-I****Existing rules**

Type of Vehicle	Base rate of fee per km (in Rupees) based on WPI of week ending on 3rd Jan. 2009 (WPI 229.20) for the year 2009-2010
Car, Jeep, Van or Light Motor Vehicle	0.80
Light Commercial Vehicle, Light Goods Vehicle or Mini Bus	1.30
Bus or Truck	2.75
Heavy Construction Machinery(HCM) or Earth Moving Equipment (EME) or Multi Axle Vehicle (MAV) (Three to Six Axles)	4.30
Oversized Vehicles ( Seven or more Axles)	5.25

(2) The rate of fee for the use of structures interalia including permanent bridge, interchange, flyover, ROB/RUB, bypass or tunnel constructed with the completed cost exceeding Rupees ten crore shall, for the base year 2009-2010, be as follows:

Base rate of fee (Rupees per vehicle per trip)					
Cost of permanent bridge or tunnel (Rupees in crore)	Car, Jeep, Van or Light Motor Vehicle	Light Commercial Vehicle, Light Goods Vehicle or Mini Bus	Truck or Bus	HCM, EME or MAV	Over-sized Vehicle
10 to 15	5.00	7.50	15.00	22	30.00
For every additional five crore or part thereof, exceeding Rupees fifteen crore and up to Rupees one hundred crore	1.00	1.50	3.00	4.50	6.00
For every additional Rupees five crore or part thereof, exceeding Rupees one hundred crore and up to Rupees two hundred crore.	0.75	1.15	2.25	3.40	4.50

**COLUMN-II****Rules as hereby substituted**

Type of Vehicle	Base rate of fee per km (in Rupees) based on WPI of week ending on 3rd Jan. 2009 (WPI 229.20) for the year 2009-2010
Car, Jeep, Van or Light Motor Vehicle	0.80
Light Commercial Vehicle, Light Goods Vehicle or Mini Bus	1.30
Bus or Truck	2.75
Heavy Construction Machinery(HCM) or Earth Moving Equipment (EME) or Multi Axle Vehicle (MAV) (Three to Six Axles)	4.30
Oversized Vehicles ( Seven or more Axles)	5.25

(2) The rate of fee for the use of structures interalia including permanent bridge, interchange, flyover, ROB/RUB, bypass or tunnel constructed with the completed cost exceeding Rupees ten crore shall, for the base year 2009-2010, be as follows:

Base rate of fee (Rupees per vehicle per trip)					
Cost of permanent bridge or tunnel (Rupees in crore)	Car, Jeep, Van or Light Motor Vehicle	Light Commercial Vehicle, Light Goods Vehicle or Mini Bus	Truck or Bus	HCM, EME or MAV	Over-sized Vehicle
10 to 15	5.00	7.50	15.00	22	30.00
For every additional five crore or part thereof, exceeding Rupees fifteen crore and up to Rupees one hundred crore	1.00	1.50	3.00	4.50	6.00
For every additional Rupees five crore or part thereof, exceeding Rupees one hundred crore and up to Rupees two hundred crore.	0.75	1.15	2.25	3.40	4.50



**COLUMN-I**
**Existing rules**

	0.50	0.75	1.50	2.25	3.00
For every additional Rupees five crore or part thereof, exceeding Rupees two hundred crore.					

Provided that while computing fee from commercial operation date, for the section of expressway on which structures interalia including a permanent bridge, interchange, flyover, ROB/RUB, bypass or tunnel costing Rupees fifty crore or more is situated, the length of such permanent bridge, interchange, flyover, ROB/RUB, bypass or tunnel shall be excluded from the length of such section of expressway and fee shall be levied at the rates specified above for such permanent bridge, interchange, flyover, ROB/RUB, bypass and tunnel :

Provided further that where the cost of such permanent bridge, interchange, flyover, ROB/RUB, bypass or tunnel, as the case may be, is less than Rupees fifty crore, and the said permanent bridge, interchange, flyover, ROB/RUB, bypass or tunnel, form part of the section of expressway, then instead of above rate of fee, the rate of fee specified under sub rule (1) of rule 4 shall be applicable for such permanent bridge, interchange, flyover, ROB/RUB, bypass or tunnel.

Explanation: - for the purpose of this sub-rule:

the cost for private investment project, shall be the completion cost as assessed by the statutory auditor of the Concessionaire;

**5. Annual revision of rate of fee :-**

(1) The rates specified under rule 4 shall be increased each year with effect from the 1st day of April, 2010.

(2) The applicable rates shall be revised annually with effect from April 1 each year to reflect the increase in wholesale price index between the week ending on January 3, 2009 (i.e. 229.20) and the week ending on/or immediately after January 1 of the year in which such revision is undertaken but such revision shall be restricted to forty per cent of the increase in wholesale price index (rounded to nearest 5 paise).

**COLUMN-II**
**Rules as hereby substituted**

	0.50	0.75	1.50	2.25	3.00
For every additional Rupees five crore or part thereof, exceeding Rupees two hundred crore.					

Provided that while computing fee from commercial operation date, for the section of expressway on which structures interalia including a permanent bridge, interchange, flyover, ROB/RUB, bypass or tunnel costing Rupees fifty crore or more is situated, the length of such permanent bridge, interchange, flyover, ROB/RUB, bypass or tunnel shall be excluded from the length of such section of expressway and fee shall be levied at the rates specified above for such permanent bridge, interchange, flyover, ROB/RUB, bypass and tunnel:

Provided further that where the cost of such permanent bridge, interchange, flyover, ROB/RUB, bypass or tunnel, as the case may be, is less than Rupees fifty crore, and the said permanent bridge, interchange, flyover, ROB/RUB, bypass or tunnel, form part of the section of expressway, then instead of above rate of fee, the rate of fee specified under sub-rule (1) of rule 4 shall be applicable for such permanent bridge, interchange, flyover, ROB/RUB, bypass or tunnel.

Explanation: - for the purpose of this sub-rule:

the cost for project, shall be the completion cost as assessed by the statutory auditor of the Concessionaire in case of PPP Projects and by the Executing Authority/or by its authorized person in case of EPC/any other mode of project.

**5. Annual revision of rate of fee :-**

(1) The rates specified under rule 4 shall be increased each year with effect from the 1st day of April, 2010.

(2) The applicable rates shall be revised annually with effect from April 1 each year to reflect the increase in wholesale price index between the week ending on January 3, 2009 (i.e. 229.20) and the week ending on/or immediately after January 1 of the year in which such revision is undertaken but such revision shall be restricted to forty per cent of the increase in wholesale price index (rounded to nearest 5 paise).



## COLUMN-I

## Existing rules

(3) The formula for determining the applicable rate of fee shall be as follows:

$$\text{Applicable rate of fee} = \text{base rate} + \text{base rate} \times \left\{ \frac{\text{WPI A} - \text{WPI B}}{\text{WPI B}} \right\} \times 0.4$$

Explanation:

(a) applicable rate of fee shall be the revised rate payable by the user under rule 4 sub rule(1);

(b) base rate for Expressway for the year 2009-10 excluding the completed cost of structures interalia permanent bridge, interchange, flyover, ROB/RUB, bypass or tunnel shall be as :-

Type of Vehicle	Base rate of fee per km (in Rupees) based on WPI of week ending on 3 <sup>rd</sup> Jan. 2009 (WPI 229.20) for the year 2009-2010
Car, Jeep, Van or Light Motor Vehicle	0.80
Light Commercial Vehicle, Light Goods Vehicle or Mini Bus	1.30
Bus or Truck	2.75
Heavy Construction Machinery(HCM) or Earth Moving Equipment (EME) or Multi Axle Vehicle (MAV) (Three to Six Axles)	4.30
Oversized Vehicles (Seven or more Axles)	5.25

(c) In case of structures interalia including permanent bridges, interchanges, flyovers, ROB/RUBs, bypass or tunnel where completion cost assessed by statutory auditor of the Concessionaire is Rs. 50 crores or more, the toll fee as per sub rule 4 (2) shall in addition to the above rates in sub rule 5(3)(b) or sub rule 4(1) also be revised.

(d) WPI A means the wholesale price index of the week ending on or subsequent to 1st January immediately preceding the date of revision under these rules; and

(e) WPI B means the wholesale price index of the week ending on 3rd January, 2009 i.e. 229.20.

## COLUMN-II

## Rules as hereby substituted

(3) The formula for determining the applicable rate of fee shall be as follows:

$$\text{Applicable rate of fee} = \text{base rate} + \text{base rate} \times \left\{ \frac{\text{WPI A} - \text{WPI B}}{\text{WPI B}} \right\} \times 0.4$$

Explanation:

(a) applicable rate of fee shall be the revised rate payable by the user under sub- rule (1) of rule 4;

(b) base rate for Expressway for the year 2009-10 excluding the completed cost of structures interalia permanent bridge, interchange, flyover, ROB/RUB, bypass or tunnel shall be as :-

Type of Vehicle	Base rate of fee per km (in Rupees) based on WPI of week ending on 3 <sup>rd</sup> Jan. 2009 (WPI 229.20) for the year 2009-2010
Car, Jeep, Van or Light Motor Vehicle	0.80
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Bus or Truck	2.75
Heavy Construction Machinery(HCM) or Earth Moving Equipment (EME) or Multi Axle Vehicle (MAV) (Three to Six Axles)	4.30
Oversized Vehicles (Seven or more Axles)	5.25

(c) In case of structures interalia including permanent bridges, interchanges, flyovers, ROB/RUBs, bypass or tunnel where completion cost assessed by statutory auditor of the Concessionaire/ Executing Authority /or by its authorized person is Rs. 50 crores or more, the toll fee as per sub-rule (2) of rule 4 shall in addition to the above rates in sub rule 5(3) (b) or sub-rule 4(1) also be revised.

(d) WPI A means the wholesale price index of the week ending on or subsequent to 1st January immediately preceding the date of revision under these rules; and

(e) WPI B means the wholesale price index of the week ending on 3rd January, 2009 i.e. 229.20.



**COLUMN-I****Existing rules****Illustration:**

If the revision of toll rates for an Expressway is to be made for the year 2010 -11 and 2011 -12 by applying the wholesale price index (say 240 in week ending on or subsequent to 02 Jan, 2010 and 260 in week ending on or subsequent to 01 Jan, 2011), then the rate for car, jeep or van will be as computed below:

Applicable rate of fee for car, jeep or van per km:

(i) For the year 2010 -11 =  $0.80 + 0.80$

$(240 - 229.20) \times 0.4 = 0.815$  say Rs. 0.80

(ii) For the year 2011-12 =  $0.80 + 0.80$

$(260 - 229.20) \times 0.4 = 0.843$  say Rs. 0.85

(4) Annual revision of rate of fee under these rules shall be effective from first of April every year.

**6. Collection of fee :-**

(1) Fee levied under these rules shall be collected by the concessionaire at the toll plaza.

(2) Every driver, owner or person in charge of a mechanical vehicle shall for the use of the section of expressway, permanent bridge, interchange, flyover, ROB/RUB, bypass or tunnel, before crossing the toll plaza, pay the fee specified under these rules.

(3) The fee collected under these rules shall be paid either in cash or through smart card or on board unit (transponder) or any other suitable device.

Provided that additional charge as decided by concessionaire shall be realized for making the payment of fee by use of a smart card or on board unit (transponder) or any other suitable device.

(4) Any driver, owner or person Incharge of a mechanical vehicle who opts for the installation of on board unit (transponder/OBU) or any other suitable device for payment of fee, shall deposit a refundable security towards the cost of the equipment with the concessionaire for such installation and no interest shall accrue on such security deposit.

(5) The person receiving such fee under sub-rule (2) of rule 6, shall issue to the driver, owner person in charge of mechanical vehicle a receipt

**COLUMN-II****Rules as hereby substituted****Illustration:**

If the revision of toll rates for an Expressway is to be made for the year 2010 -11 and 2011 -12 by applying the wholesale price index (say 240 in week ending on or subsequent to January 2, 2010 and 260 in week ending on or subsequent to January 1, 2011), then the rate for car, jeep or van will be as computed below:

Applicable rate of fee for car, jeep or van per km:

(i) For the year 2010 -11 =  $0.80 + 0.80$

$(240 - 229.20) \times 0.4 = 0.815$  say Rs. 0.80

(ii) For the year 2011-12 =  $0.80 + 0.80$

$(260 - 229.20) \times 0.4 = 0.843$  say Rs. 0.85

(4) Annual revision of rate of fee under these rules shall be effective from first of April every year.

**6. Collection of fee :-**

(1) Fee levied under these rules shall be collected by the concessionaire/ authorized agency at the toll plaza.

(2) Every driver, owner or person in charge of a mechanical vehicle shall for the use of the section of expressway, permanent bridge, interchange, flyover, ROB/RUB, bypass or tunnel, before crossing the toll plaza, pay the fee specified under these rules.

(3) The fee collected under these rules shall be paid either in cash or through smart card or on board unit (transponder) or any other suitable device.

Provided that additional charge as decided by concessionaire/authorized agency shall be realized for making the payment of fee by use of a smart card or on board unit (transponder) or any other suitable device.

(4) Any driver, owner or person Incharge of a mechanical vehicle who opts for the installation of on board unit (transponder/OBU) or any other suitable device for payment of fee, shall deposit a refundable security towards the cost of the equipment with the concessionaire/ authorized agency for such installation and no interest shall accrue on such security deposit.

(5) The person receiving such fee under sub-rule (2) of rule 6, shall issue to the driver, owner person in charge of mechanical vehicle a receipt specifying



**COLUMN-I***Existing rules*

specifying therein the date and time of such receipt of fee, total amount received, and the class of vehicle for which the fee has been received;

Provided that where the fee paid through smart card or on board unit (transponder) or any other suitable device, a receipt shall be issued on demand only. Any driver, owner or person Incharge of a mechanical vehicle not in possession of OBU or smart card but opts to use dedicated lanes meant for OBU/smart card may be required to pay additional fees equal to five times of the applicable fees to the concessionaire in addition to applicable fees.

**7. Remittance and appropriation of fee :-**

(1) In case of private investment projects, the fee collected under the provision of these rules shall be appropriated by the concessionaire in accordance with the provision of and for the performance of its obligation under the agreement entered into by such concessionaire.

**8. Location of the plaza :-**

(1) Normally the executing authority or the concessionaire, as the case may be, shall establish a toll plaza beyond a distance of ten kilometers from a municipal or local town area limits; but in exceptional cases where a section of the expressway, permanent bridge, interchange, flyover, ROB /RUB, bypass or tunnel, as the case may be, is constructed within the municipal or town area limits or within five kilometers from such limits, primarily for use of the residents of such municipal or town area, the toll plaza may be established within the municipal or town area limits or within a distance of five kilometers from such limits.

(2) Normally no other toll plaza on the same section of expressway and in the same direction shall not be established within distance of sixty kilometers; but in exceptional cases where the executing authority deems necessary, it may for reasons to be recorded in writing, establish or allow the concessionaire to establish another toll plaza within a distance of sixty kilometers:

Provided that toll plaza/plazas may be established within a distance of sixty kilometers from another toll plaza if such toll plaza is for

**COLUMN-II***Rules as hereby substituted*

therein the date and time of such receipt of fee, total amount received, and the class of vehicle for which the fee has been received;

Provided that where the fee paid through smart card or on board unit (transponder) or any other suitable device, a receipt shall be issued on demand only. Any driver, owner or person Incharge of a mechanical vehicle not in possession of OBU or smart card but opts to use dedicated lanes meant for OBU/smart card may be required to pay additional fees equal to five times of the applicable fees to the concessionaire/ authorized agency in addition to applicable fees.

**7. Remittance and appropriation of fee :-**

(1) In case of private/public investment projects, the fee collected under the provision of these rules shall be appropriated by the concessionaire/ authorized agency in accordance with the provision of and for the performance of its obligation under the agreement entered into by such concessionaire/ authorized agency

**8. Location of the plaza :-**

(1) Normally the executing authority or the concessionaire, as the case may be, shall establish a toll plaza beyond a distance of ten kilometers from a municipal or local town area limits; but in exceptional cases where a section of the expressway, permanent bridge, interchange, flyover, ROB /RUB, bypass or tunnel, as the case may be, is constructed within the municipal or town area limits or within five kilometers from such limits, primarily for use of the residents of such municipal or town area, the toll plaza may be established within the municipal or town area limits or within a distance of five kilometers from such limits.

(2) Normally no other toll plaza on the same section of expressway and in the same direction shall be established within distance of sixty kilometers; but in exceptional cases where the executing authority deems necessary, it may for reasons to be recorded in writing, establish or allow the concessionaire/authorized agency to establish another toll plaza within a distance of sixty kilometers:

Provided that toll plaza/plazas may be established within a distance of sixty kilometers from another toll plaza if such toll plaza is for



### COLUMN-I

#### Existing rules

collection of fee for a permanent bridge, interchange, flyover, ROB/RUB, bypass or tunnel or expressway to avoid leakage of toll.

#### 9. Discounts :-

(1) The executing authority or the concessionaire, as the case may be, shall upon request provide a pass for multiple journeys to cross a toll plaza within the specified period at the rates specified in sub-rule (2).

(2) The Concessionaire shall, upon request from any person, issue a return pass on payment of a sum equal to 160% (one hundred and sixty per cent) of the Fee payable for the respective vehicle if it were to undertake a single one-way trip on the Expressway. Such return pass shall entitle the specified vehicle to undertake a return journey on the same day as the outward journey.

(3) The Concessionaire shall, upon request from any person for issue of 20 (twenty) or more one-way toll tickets, issue such tickets at a discounted rate equivalent to 80% (eighty per cent) of the Fee payable for the respective particular registered vehicle. Such discounted tickets shall entitle the specified vehicle to commute on the Expressway by using one ticket for a single one-way trip at any time during a period of one calendar month or part thereof.

(4) No pass shall be issued or fee collected from a driver, owner or person in charge of a mechanical vehicle that uses part of the section of expressway and does not cross a toll plaza.

#### 10. Rate of fee for overloading :-

(1) Without prejudice to the liability of the driver, owner or a person Incharge of a mechanical vehicle under any law for the time being in force, a mechanical vehicle which is loaded in excess of the permissible load specified for its category under sub-rule (1) of rule 4, shall be liable to pay fee at such rate which is applicable for the next higher category of mechanical vehicles.

Provided that the payment of such fee for overloading shall not entitle a driver or owner or a person Incharge of a mechanical vehicle to make use of such expressway and his or her vehicle shall be prevented from using the expressway or crossing the toll plaza until the excess load has been removed from such mechanical vehicle.

(2) The weight of mechanical vehicle, as recorded at a weighbridge installed at the toll

### COLUMN-II

#### Rules as hereby substituted

collection of fee for a permanent bridge, interchange, flyover, ROB/RUB, bypass or tunnel or expressway to avoid leakage of toll.

#### 9. Discounts :-

(1) The Concessionaire/ Authorised Agency, as the case may be, shall on request provide a pass for multiple journeys to cross a toll plaza within the specified period at the rates specified in sub-rule (2)

(2) The Concessionaire/Authorized Agency shall, upon request from any person, issue a return pass on payment of a sum equal to 160% (one hundred and sixty per cent) of the fee payable for the respective vehicle if it were to undertake a single one-way trip on the Expressway. Such return pass shall entitle the specified vehicle to undertake a return journey on the same day as the outward journey.

(3) The Concessionaire/Authorized Agency shall, upon request from any person for issue of 20 (twenty) or more one-way toll tickets, issue such tickets at a discounted rate equivalent to 80% (eighty per cent) of the fee payable for the respective particular registered vehicle. Such discounted tickets shall entitle the specified vehicle to commute on the Expressway by using one ticket for a single one-way trip at any time during a period of one calendar month or part thereof.

(4) No pass shall be issued or fee collected from a driver, owner or person in charge of a mechanical vehicle that uses part of the section of expressway and does not cross a toll plaza.

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Provided that the payment of such fee for overloading shall not entitle a driver or owner or a person Incharge of a mechanical vehicle to make use of such expressway and his or her vehicle shall be prevented from using the expressway or crossing the toll plaza until the excess load has been removed from such mechanical vehicle.

(2) The weight of mechanical vehicle, as recorded at a weighbridge installed at the toll



**COLUMN-I***Existing rules*

plaza shall be the basis for levying the fee for overloading under this rule:

Provided that where no weighbridge has been installed at the plaza, no fee for overloading shall be levied and collected under this rule and the driver, owner or person in charge of the mechanical vehicle shall be liable to pay fee applicable for such vehicle only.

**11. Exemption from payment of fee :-**

(1) No fee shall be levied and collected from a mechanical vehicle:

(a) Transporting and accompanying:

- i. the President of India;
- ii. the Vice-President of India;
- iii. the Prime- Minister of India;
- iv. the Chief Justice of India;
- v. the Governors;
- vi. the Lieutenant Governors;
- vii. the Chief Ministers;
- viii. the Presiding Officers of Central and State Legislatures having jurisdiction;
- ix. the Leader of Opposition in Lok Sabha, Rajya Sabha and the State legislatures having jurisdiction;
- x. the Judges of Supreme Court;
- xi. the Chairman of the Legislative Council of the State;
- xii. the Speaker of the Legislative Assembly of the State;
- xiii. the Chief Justice of high Court;
- xiv. the Judges of High Court;
- xv. Ministers of Govt. of India
- xvi. Ministers of GoUP;
- xvii. Secretaries and Commissioners of GoUP
- xviii. Foreign dignitaries on State visit
- xix. Heads of Foreign Missions stationed in India using cars with CD symbol
- xx. All Government vehicles

(b) Vehicles used for official purposes by:-

- i. the Ministry of Defence including those which are eligible for exemption in accordance with the provisions of the Indian Toll (Army and Air Force) Act, 1901 and rules made there under, as extended to Navy also;
- ii. the Central and State armed forces in uniform including para military forces and police;

**COLUMN-II***Rules as hereby substituted*

plaza shall be the basis for levying the fee for overloading under this rule:

Provided that where no weighbridge has been installed at the plaza, no fee for overloading shall be levied and collected under this rule and the driver, owner or person in charge of the mechanical vehicle shall be liable to pay fee applicable for such vehicle only.

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- vii. the Chief Ministers;
- viii. the Presiding Officers of Central and State Legislatures having jurisdiction;
- ix. the Leader of Opposition in Lok Sabha, Rajya Sabha and the State legislatures having jurisdiction;
- x. the Judges of Supreme Court;
- xi. the Chairman of the Legislative Council of the State;
- xii. the Speaker of the Legislative Assembly of the State;
- xiii. the Chief Justice of High Court;
- xiv. the Judges of High Court;
- xv. Ministers of Govt. of India
- xvi. Ministers of GoUP;
- xvii. Secretaries and Commissioners of GoUP
- xviii. Foreign dignitaries on State visit
- xix. Heads of Foreign Missions stationed in India using cars with CD symbol
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(b) Vehicles used for official purposes by:-

- i. the Ministry of Defence including those which are eligible for exemption in accordance with the provisions of the Indian Toll (Army and Air Force) Act, 1901 and rules made there under, as extended to Navy also;
- ii. the Central and State armed forces in uniform including para military forces and police;



**COLUMN-I**
**Existing rules**

- iii. an executive Magistrate on duty;
- iv. the persons required to use the Expressway for discharging their statutory obligations in relation to the Site;
- v. a fire-fighting department or organization;
- vi. Officers of Concerned Expressway Authority; and

(c) Vehicles used as ambulance.

**12. Display of information :-**

(1) The executing authority or the concessionaire, as the case may be, shall publish a notice specifying the amount of fee to be charged from the mechanical vehicle, in at least one Newspaper, each in English and vernacular Language, having a wide circulation in such area.

(2) The Concessionaire shall prominently display in Hindi and English one thousand meters ahead of the toll plaza and in English and local language five hundred meters ahead of the toll plaza:

i. The amount of fee payable for each class of vehicles and the discounts available under rule 9;

ii. The categories of vehicles exempted from payment of fee; and

iii. The name, address and telephone or contact number of the concessionaire.

(3) The height of the display boards, their quality and size of lettering shall be clearly visible and legible to the users.

**13. Unauthorized collection :-**

(1) An officer authorized by the State Government or by the executing authority, as the case may be, may assess the excess fee collected, if any, by the executing authority or the concessionaire, as the case may be, and recover the same from such authority or concessionaire, along with an additional sum equal to twenty five percent of the excess fee collected :

Provided that no recovery of such excess fee shall be made unless an opportunity of hearing has been given to the executing authority or concessionaire, as the case may be.

(2) Any driver, owner or person in charge of a mechanical vehicle aggrieved by unauthorized collection of fee, may lodge a complaint with the officer authorized by the State Government or the executing authority, as the case may be, in

**COLUMN-II**
**Rules as hereby substituted**

- iii. an executive Magistrate on duty;
- iv. the persons required to use the Expressway for discharging their statutory obligations in relation to the Site;
- v. a fire-fighting department or organization;
- vi. Officers of Concerned Expressway Authority; and

(c) Vehicles used as ambulance.

**12. Display of information :-**

(1) The executing authority or the concessionaire / Authorised Agency, as the case may be, shall publish a notice specifying the amount of fee to be charged from the mechanical vehicle, in at least one Newspaper, each in English and vernacular Language, having a wide circulation in such area.

(2) The Concessionaire/ Authorized Agency shall prominently display in Hindi and English one thousand meters ahead of the toll plaza and in English and local language five hundred meters ahead of the toll plaza:

i. the amount of fee payable for each class of vehicles and the discounts available under rule 9;

ii. the categories of vehicles exempted from payment of fee; and

iii. the name, address and telephone or contact number of the Executing Authority and Concessionaire/ Authorized Agency.

(3) The height of the display boards, their quality and size of lettering shall be clearly visible and legible to the users.

**13. Unauthorized collection :-**

(1) An officer authorized by the State Government or by the executing authority, as the case may be, may assess the excess fee collected, if any, by the Concessionaire/ Authorized Agency or the executing authority as the case may be, and recover the same from such authority or concessionaire/ Authorized Agency, along with an additional sum equal to twenty five percent of the excess fee collected:

Provided that no recovery of such excess fee shall be made unless an opportunity of hearing has been given to concessionaire/ Authorized Agency or the executing authority as the case may be.

(2) Any driver, owner or person in charge of a mechanical vehicle aggrieved by unauthorized collection of fee, may lodge a complaint with the officer authorized by the State Government or the



**COLUMN-I***Existing rules*

this behalf, who shall after hearing the parties pass an order on such complaint for refund of excess payment and damages for the inconvenience suffered by such user within thirty days.

**14. Failure to pay fee :-**

(1) If any driver, owner or person in charge of a mechanical vehicle does not pay or refuses to pay the fee for use of expressway or part thereof, permanent bridge, interchange, flyover, ROB/RUB, bypass or tunnel, his or her vehicle shall not be allowed to use such section of expressway, permanent bridge, interchange, flyover, ROB/RUB, bypass or tunnel and in case such vehicle obstructs the normal flow of traffic, the executing authority or the concessionaire, as the case may be, may get such obstructing vehicle removed from the expressway, permanent bridge, interchange, flyover, ROB/RUB, bypass or tunnel, as the case may be.

(2) Where the driver or the person in charge of a mechanical vehicle refuses or fails to pay the fee levied under these rules, the same shall be recovered from the registered owner of the mechanical vehicle.

(3) Where the State Government, executing authority or the concessionaire, as the case may be, has reason to believe that a mechanical vehicle is plying on a section of the expressway, permanent bridge, interchange, flyover, ROB/RUB, bypass or tunnel without payment of fee due, it may stop such vehicle for the purpose of verifying the payment thereof and collect the fee due along with an additional sum equal to fifty percent of fee from such vehicle.

**15. Power of State Government to verify records :**

An officer duly authorized by the State Government or the executing authority, as the case may be shall have the power to verify the collection of fee, and inspect any document, records, other information, receipts or reports of the executing authority or the concessionaire, as the case may be.

**16. Collection of fee in respect of Private Investment Project :-**

(1) The fee levied under the provisions of sub-rule (2) of rule 3 shall be collected and retained by the concessionaire till its agreement is in force.

**COLUMN-II***Rules as hereby substituted*

executing authority, as the case may be, in this behalf, who shall after hearing the parties pass an order on such complaint for refund of excess payment and damages for the inconvenience suffered by such user within thirty days.

**14. Failure to pay fee :-**

(1) If any driver, owner or person in charge of a mechanical vehicle does not pay or refuses to pay the fee for use of expressway or part thereof, permanent bridge, interchange, flyover, ROB/RUB, bypass or tunnel, his or her vehicle shall not be allowed to use such section of expressway, permanent bridge, interchange, flyover, ROB/RUB, bypass or tunnel and in case such vehicle obstructs the normal flow of traffic, the executing authority or the concessionaire/ Authorized Agency, as the case may be, may get such obstructing vehicle removed from the expressway, permanent bridge, interchange, flyover, ROB/RUB, bypass or tunnel, as the case may be.

(2) Where the driver or the person in charge of a mechanical vehicle refuses or fails to pay the fee levied under these rules, the same shall be recovered from the registered owner of the mechanical vehicle.

(3) Where the State Government, executing authority or the concessionaire/ Authorized Agency as the case may be, has reason to believe that a mechanical vehicle is plying on a section of the expressway, permanent bridge, interchange, flyover, ROB/RUB, bypass or tunnel without payment of fee due, it may stop such vehicle for the purpose of verifying the payment thereof and collect the fee due along with an additional sum equal to fifty percent of fee from such vehicle.

**15. Power of State Government to verify records :**

An officer duly authorized by the State Government or the executing authority, as the case may be shall have the power to verify the collection of fee, and inspect any document, records, other information, receipts or reports of the concessionaire/ Authorized Agency or the executing authority as the case may be.

**16. Collection of fee in respect of Private Investment Project :-**

(1) The fee levied under the provisions of sub-rule (2) of rule 3 shall be collected and retained by the concessionaire till its agreement is in force.



**COLUMN-I**

*Existing rules*

(2) On and from the date of expiry of the agreement specified under sub-rule (2) of rule 3, the fee levied shall be collected by the State Government or the executing authority, as the case may be.

**17. Collection of fee in respect of Public Investment Project :—**

**18. Bar for Installation of additional barrier :—**

Normally no barrier shall be installed at any place, other than at the toll plaza, but in exceptional cases the State Government or the executing authority, after being satisfied that there is evasion of fee, may allow installation of additional barriers on such terms and conditions as it may impose. The installation of such barrier by the State Government, the executing authority or the concessionaire, as the case may be, shall be within ten kilometers from the toll plaza, to check the evasion of fee:

Provided that the State Government or the executing authority, as the case may be, may, at any time, for reasons to be recorded in writing withdraw such permission:

Provided further that where the State Government or the executing authority, as the case may be, do not allow installation of an additional barrier by the concessionaire, the reasons for such refusal shall be communicated to such concessionaire within a fortnight.

**COLUMN-II**

*Rules as hereby substituted*

(2) On and from the date of expiry of the agreement specified under sub-rule (2) of rule 3, the fee levied shall be collected by the State Government or the executing authority, as the case may be.

**17. Collection of fee in respect of Public Investment Project :—**

(1) The fee levied under the provisions of sub-rule (2) of rule 3 shall be collected and appropriated by the Authorized Agency as per the agreement in case of Projects on EPC or any other mode till its agreement is in force.

(2) On and from the date of expiry of the agreement specified under sub-rule (2) of rule 3, the fee levied shall be collected by the State Government or the executing authority, as the case may be.

**18. Bar for Installation of additional barrier :—**

Normally no barrier shall be installed at any place, other than at the toll plaza, but in exceptional cases the State Government or the executing authority, after being satisfied that there is evasion of fee, may allow installation of additional barriers on such terms and conditions as it may impose. The installation of such barrier by the State Government, the executing authority or the concessionaire/Authorized Agency, as the case may be, shall be within ten kilometers from the toll plaza, to check the evasion of fee:

Provided that the State Government or the executing authority, as the case may be, may, at any time, for reasons to be recorded in writing withdraw such permission:

Provided further that where the State Government or the executing authority, as the case may be, do not allow installation of an additional barrier by the concessionaire /Authorized Agency, the reasons for such refusal shall be communicated to such concessionaire / Authorized Agency within a fortnight.

By order,  
ALOK SINHA,  
Pramukh Sachiv.

पी०एस०यू०पी०-ए०पी० 731 राजपत्र-(हिन्दी)-2017-(2390)-599 प्रतियां-(कम्प्यूटर/टी/आफसेट)।  
पी०एस०यू०पी०-ए०पी० 7 सा० उद्योग-2017-(2391)-250 प्रतियां-(कम्प्यूटर/टी/आफसेट)।



उत्तर प्रदेश शासन  
औद्योगिक विकास अनुभाग-3  
संख्या-26/2020/1239/77-3-2020-37 एम/12  
लखनऊ: दिनांक: 07 अगस्त, 2020  
अधिसूचना

उत्तर प्रदेश में अपनी प्रवृत्ति के सम्बन्ध में यथा संशोधित भारतीय पथकर अधिनियम, 1851 (अधिनियम संख्या 8 सन् 1851) की धारा 9 के साथ पठित धारा 2 के अधीन शक्तियों और इस निमित्त समस्त अन्य समर्थकारी शक्तियों का प्रयोग करके राज्यपाल, सार्वजनिक निजी भागीदारी/ इंजिनियरिंग प्रोवयोरमेंट एण्ड कन्स्ट्रक्शन/अन्य किसी रीति से निर्मित और राज्य सरकार या उसके द्वारा अधिसूचना के माध्यम से प्राधिकृत किन्हीं अन्य प्राधिकरणों के नियंत्रणाधीन एक्सप्रेसवेज और समस्त सेतुओं, जिनके अन्तर्गत इण्टरचेंजेज, उपरिगामी सेतु, रेलवे उपरि सेतु और अधो सेतु, एक्सप्रेसवेज के उपमार्ग लाइन भी हैं, का प्रयोग करने वाले परमवीर चक्र, अशोक चक्र, महावीर चक्र, कीर्ति चक्र, वीर चक्र और शौर्य चक्र के पुरस्कार-प्राप्तकर्ता व्यक्ति, यदि ऐसे प्राप्तकर्ता व्यक्ति ऐसे पुरस्कार के लिये उपयुक्त अथवा सक्षम प्राधिकारी द्वारा विधिवत् अपना फोटोयुक्त पहचान पत्र प्रदर्शित करते हैं, से प्रभारित की जाने वाली फीस और उनसे उद्धृत किये जाने वाले या वसूल किये जाने वाले पथकर को विनियमित करने की दृष्टि से "उत्तर प्रदेश एक्सप्रेसवे (पथकर उद्धरण और फीस निर्धारण तथा उसकी वसूली) नियमावली, 2010" को संशोधित करती है।

उत्तर प्रदेश एक्सप्रेसवे (पथकर उद्धरण और फीस निर्धारण तथा उसकी वसूली) (सातवां संशोधन), नियमावली, 2020 संक्षिप्त नाम और प्रारम्भ

1(1) यह नियमावली उत्तर प्रदेश एक्सप्रेसवे (पथकर उद्धरण और फीस निर्धारण तथा उसकी वसूली) (सातवां संशोधन) नियमावली, 2020 कही जायेगी।

(2) यह गजट में प्रकाशित किये जाने के दिनांक से प्रवृत्त होगी।

नियम-11 का संशोधन उत्तर प्रदेश एक्सप्रेसवे (पथकर उद्धरण और फीस निर्धारण तथा उसकी वसूली) नियमावली, 2010 में, नीचे स्तम्भ-1 में दिये गये नियम 11 के स्थान पर स्तम्भ-2 में दिया गया नियम रख दिया जायेगा, अर्थात् :-

स्तम्भ-1 विद्यमान नियम	स्तम्भ-2 एतद्वारा प्रतिस्थापित नियम
11- फीस के संचाय से छूट	11- फीस के संचाय से छूट
(1) ऐसे यांत्रिक यान से फीस उद्धृत और संग्रहीत नहीं की जायेगी:-	(1) ऐसे यांत्रिक यान से फीस उद्धृत और संग्रहीत नहीं की जायेगी:-
(क) जो निम्नलिखित को ले जा रहे हैं और उसके साथ चल रहे हैं:-	(क) जो निम्नलिखित को ले जा रहे हैं और उसके साथ चल रहे हैं:-
(एक) भारत के राष्ट्रपति;	(एक) भारत के राष्ट्रपति;
(दो) भारत के उपराष्ट्रपति;	(दो) भारत के उपराष्ट्रपति;
(तीन) भारत के प्रधानमंत्री;	(तीन) भारत के प्रधानमंत्री;
(चार) भारत के मुख्य न्यायमूर्ति;	(चार) भारत के मुख्य न्यायमूर्ति;
(पांच) राज्यपाल;	(पांच) राज्यपाल;
(छ:) उपराज्यपाल;	(छ:) उपराज्यपाल;
(सात) मुख्यमंत्री;	(सात) मुख्यमंत्री;
(आठ) केन्द्रीय और राज्य विधानमण्डल के अधिकारिता रखने वाले पीठासीन अधिकारी;	(आठ) केन्द्रीय और राज्य विधानमण्डल की अधिकारिता रखने वाले पीठासीन अधिकारी;
(नौ) लोक सभा, राज्य सभा और राज्य विधान मण्डलों के अधिकारिता से युक्त विरोधीदल के नेता;	(नौ) लोक सभा, राज्य सभा और राज्य विधान मण्डलों की अधिकारिता रखने वाले विरोधीदल के नेता;
(दस) उच्चतम न्यायालय के न्यायाधीश;	(दस) उच्चतम न्यायालय के न्यायाधीश;
(ग्यारह) राज्य के विधान परिषद के सभापति;	(ग्यारह) राज्य विधान परिषद के सभापति;
(बारह) राज्य के विधान सभा के अध्यक्ष;	(बारह) राज्य विधान सभा के अध्यक्ष;
(तेरह) उच्च न्यायालय के मुख्य न्यायाधीश;	(तेरह) उच्च न्यायालय के मुख्य न्यायमूर्ति;
(चौदह) उच्च न्यायालय के न्यायाधीश;	(चौदह) उच्च न्यायालय के न्यायाधीश;
(पंद्रह) भारत सरकार के मंत्री;	(पंद्रह) भारत सरकार के मंत्री;
(सोलह) उOजO सरकार के मंत्री;	(सोलह) उत्तर प्रदेश सरकार के मंत्री;
(सोलह) (क) लोक सभा और राज्य सभा के सदस्य	(क) लोक सभा और राज्य सभा के सदस्य

-2-

<p>(सोलह) (ख) उत्तर प्रदेश विधान सभा के सदस्य (सोलह) (ग) उत्तर प्रदेश विधान परिषद के सदस्य (सत्रह) उ०प्र० सरकार के सचिव और आयुक्त; (अठ्ठारह) राज्य के दौरे पर आये उच्च पदस्थ विदेशी व्यक्ति; (उन्नीस) सी.डी. प्रतीक के साथ कार का प्रयोग करने वाले भारत में संस्थापित विदेशी मिशनों के प्रधान; (बीस) समस्त सरकारी वाहन।</p> <p>(ख) सरकारी कार्य हेतु प्रयुक्त यान:- (एक) रक्षा मंत्रालय जिसमें वो भी सम्मिलित जो भारतीय पथकर (सेना और वायु सेना) अधिनियम 1901 और तद्दीन बनाये गये नियमों, जो नौसेना को भी विस्तारित किये गये हैं, के उपबन्धों के अनुसार छूट के पात्र हों। (दो) अर्द्धसैनिक बलों और पुलिस वर्दी में केन्द्रीय और राज्य सशस्त्र बल; (तीन) ड्यूटी पर कार्यपालक मजिस्ट्रेट; (चार) ऐसे व्यक्ति, जिसके लिए कार्यस्थल के संबंध में अपने सांविधिक दायित्वों के निर्वहन के लिए एक्सप्रेसवे का प्रयोग अपेक्षित है; (पांच) अग्निशमन विभाग या संगठन; (छ:) सम्बन्धित एक्सप्रेस वे प्राधिकरण, के अधिकारी और; (ग) एम्बुलेंस के रूप में प्रयुक्त यान। (घ) शव वेन के रूप में प्रयुक्त यान और; (ङ.) कुछ शारीरिक दोष अथवा निःशक्तता से ग्रसित व्यक्ति के प्रयोग के लिये विशेष रूप से अभिकल्पित एवं निर्मित यान।</p>	<p>(ख) उत्तर प्रदेश विधान सभा के सदस्य (ग) उत्तर प्रदेश विधान परिषद के सदस्य (सत्रह) उत्तर प्रदेश सरकार के सचिव और आयुक्त; (अठ्ठारह) राज्य के दौरे पर आये उच्च पदस्थ विदेशी व्यक्ति; (उन्नीस) सी.डी. प्रतीक के साथ कारों का प्रयोग करने वाले भारत में संस्थापित विदेशी मिशनों के प्रधान; (बीस) समस्त सरकारी यान।</p> <p>(ख) निम्नलिखित द्वारा प्रयुक्त शासकीय यान:- (एक) रक्षा मंत्रालय, जिसमें वे भी सम्मिलित हैं जो भारतीय पथकर (सेना और वायु सेना) अधिनियम, 1901 और तद्दीन बनायी गयी नियमावली, जो नौसेना के लिये भी विस्तारित हैं, के उपबन्धों के अनुसार छूट के पात्र हों; (दो) अर्द्धसैनिक बलों और पुलिस सहित वर्दी में केन्द्रीय और राज्य सशस्त्र बल; (तीन) ड्यूटी पर कार्यपालक मजिस्ट्रेट; (चार) ऐसे व्यक्ति, जिसके लिए कार्यस्थल के संबंध में अपने सांविधिक दायित्वों के निर्वहन के लिए एक्सप्रेसवे का प्रयोग अपेक्षित है; (पांच) अग्निशमन विभाग या संगठन; (छ:) सम्बन्धित एक्सप्रेस वे प्राधिकरण के अधिकारी और; (ग) एम्बुलेंस के रूप में प्रयुक्त यान। (घ) शव वेन के रूप में प्रयुक्त यान और; (ङ.) कुछ शारीरिक दोष अथवा निःशक्तता से ग्रसित व्यक्ति के प्रयोग के लिये विशेष रूप से अभिकल्पित एवं निर्मित यान।</p> <p>(इक्कीस) परमवीर चक्र, अशोक चक्र, महावीर चक्र, कीर्ति चक्र, वीर चक्र और शौर्य चक्र के पुरस्कार- प्राप्तकर्ता व्यक्ति, यदि ऐसे प्राप्तकर्ता व्यक्ति ऐसे पुरस्कार के लिये उपयुक्त अथवा सक्षम प्राधिकारी द्वारा सम्यक रूप से अधिप्रमाणित अपना फोटोयुक्त पहचान पत्र प्रदर्शित करते/करती हैं।</p>
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१५/१२/२०  
(आलोक कुमार)  
अपर मुख्य सचिव  
अवस्थापना एवं औद्योगिक  
विकास विभाग



-3-

संख्या-२८/2020/1239(11)/77-3-20-तदिनांक।

प्रतिलिपि निदेशक, मुद्रण एवं लेखन सामग्री, उ०प्र०, इलाहाबाद को उपर्युक्त अधिसूचना की अंग्रेजी प्रति सहित इस निदेश के साथ प्रेषित कि आगामी अंक के असाधारण गजट के विधायी परिशिष्ट भाग-4 खण्ड (ख) में अवश्य प्रकाशित कराने का कष्ट करें और तत्पश्चात गजट की 250 प्रतियां शासन को उपलब्ध कराने का कष्ट करें।

आज्ञा से  
(आनन्द कुमार सिंह)  
अनु सचिव।

संख्या-२८/2020/1239(11)/77-3-20-तदिनांक।

उपर्युक्त अधिसूचना की प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:-

1. मुख्य कार्यपालक अधिकारी, उ०प्र० एक्सप्रेसवेज द्वािगिक विकास प्राधिकरण, पर्यटन भवन, गोमतीनगर, लखनऊ।
2. जिलाधिकारी-लखनऊ, उन्नाव आगरा, इटावा, मेनपुरी, फिरोजाबाद, कानपुर नगर, कन्नौज, हरदोई, एवं औरैया।
3. संयुक्त निदेशक, मुद्रण एवं लेखन सामग्री, उ०प्र० राजकीय मुद्रणालय, ऐशबाग, लखनऊ को उपर्युक्त अधिसूचना की अंग्रेजी प्रति सहित इस निदेश के साथ प्रेषित कि आगामी अंक के असाधारण गजट के विधायी परिशिष्ट भाग-4 खण्ड (ख) में अवश्य प्रकाशित कराने का कष्ट करें और तत्पश्चात गजट की 250 प्रतियां शासन को उपलब्ध कराने का कष्ट करें।
4. गार्ड फाइल।

आज्ञा से  
(आनन्द कुमार सिंह)  
अनु सचिव।

Uttar Pradesh Shasan  
Audhyogik Vikas Anubhag-3

In pursuance of the provisions of clause (3) of Article 348 of the Constitution, the Governor is pleased to order the publication of the following English translation of notification no. 24/2020/1239/77-3-2020-37M/12 dated. 07 August, 2020.

## NOTIFICATION

No- 24/2020/1239/77-3-2020-37M/12

Lucknow : dated: 07 August, 2020

In exercise of the powers under section 2 read with section 9 of the Indian Toll Act, 1851 (Act no.8 of 1851) as amended in its application to Uttar Pradesh and all other power enabling him in this behalf, the Governor is pleased to amend the Uttar Pradesh Expressway (Levy of Tolls and fixing of Fees and Realisation Thereof) Rules, 2010 with a view to regulating the fees to be charged and the toll levied or/and realised from the awardee of Paramvir Chakra, Ashok Chakra, Maha Vir Chakra, Kirti Chakra, Vir Chakra and Shaurya Chakra, if such awardee produces his/her photo identity card duly authenticated by the appropriate or competent Authority for such award, using the expressways and all bridges including interchanges and flyovers, railway over bridges and under bridges, bypass line of expressway constructed on Public Private Partnership/Engineering Procurement and Construction/any other mode under the control of the State Government or any other authorities by notification authorised by it or concessionaire/agency authorised under provisions of concession agreement/agreement in this behalf.

THE UTTAR PRADESH EXPRESSWAY (LEVY OF TOLLS AND FIXING OF FEES AND  
REALISATION THEREOF) (SEVENTH AMENDMENT) RULES, 2020.

Short title and commencement		1 (1) These rules may be called the Uttar Pradesh Expressway (Levy of Tolls and Fixing of fees and Realisation Thereof) (Seventh Amendment) Rules, 2020. (2) They shall come into force with effect from the date of their publication in the Gazette.	
Amendment of rule 11 In the Uttar Pradesh Expressway (Levy of Tolls and Fixing of Fees and Realisation thereof) Rules, 2010 for rule 11 setout in Column-I below the rule as setout in Column-II shall be substituted, namely:-			
Column I Existing rule			Column II Rule as hereby substituted
11.	(1) No fee shall be levied and collected from a mechanical vehicle:  (a) Transporting and accompanying: i. the President of India; ii. the Vice-President of India; iii. the Prime- Minister of India; iv. the Chief Justice of India; v. the Governors; vi. the Lieutenant Governors; vii. the Chief Ministers; viii. the Presiding Officers of Central and State Legislatures having jurisdiction; ix. the Leader of Opposition in Lok Sabha, Rajya Sabha and the State legislatures having jurisdiction; x. the Judges of Supreme Court; xi. the Chairman of the Legislative Council of the State; xii. the Speaker of the Legislative Assembly of the State; xiii. the Chief Justice of High Court; xiv. the Judges of High Court; xv. Ministers of Govt. of India xvi. Ministers of GoUP;	11. Exemption from payment of fee	(1) No fee shall be levied and collected from a mechanical vehicle:  (a) Transporting and accompanying: i. the President of India; ii. the Vice-President of India; iii. the Prime- Minister of India; iv. the Chief Justice of India; v. the Governors; vi. the Lieutenant Governors; vii. the Chief Ministers; viii. the Presiding Officers of Central and State Legislatures having jurisdiction; ix. the Leader of Opposition in Lok Sabha, Rajya Sabha and the State legislatures having jurisdiction; x. the Judges of Supreme Court; xi. the Chairman of the Legislative Council of the State; xii. the Speaker of the Legislative Assembly of the State; xiii. the Chief Justice of High Court; xiv. the Judges of High Court; xv. Ministers of Govt. of India xvi. Ministers of GoUP;

-2-

<p>(I) (a) Member of the Lok Sabha and Rajay Sabha (b) Member of the Uttar Pradesh Vidhan Sabha (c) Member of the Uttar Pradesh Vidhan Parishad</p> <p>xvii. Secretaries and Commissioners of GoUP xviii. Foreign dignitaries on State visit xix. Heads of Foreign Missions stationed in India using cars with CD symbol</p> <p>xx. All Government vehicles</p> <p>(b) Vehicles used for official purposes by:- i. the Ministry of Defence including those which are eligible for exemption in accordance with the provisions of the Indian Toll (Army and Air Force) Act, 1901 and rules made there under, as extended to Navy also; ii. the Central and State armed forces in uniform including para military forces and police; iii. an executive Magistrate on duty; iv. the persons required to use the Expressway for discharging their statutory obligations in relation to the Site; v. a fire-fighting department or organization; vi. Officers of Concerned Expressway Authority; and</p> <p>(c) Vehicles used as ambulance. (d) Used as Funeral Van; and (e) Vehicles specially designed and constructed for use of a person suffering from some physical defect or disability.</p>	<p>(I) (a) Member of the Lok Sabha and Rajay Sabha (b) Member of the Uttar Pradesh Vidhan Sabha (c) Member of the Uttar Pradesh Vidhan Parishad</p> <p>xvii. Secretaries and Commissioners of GoUP xviii. Foreign dignitaries on State visit xix. Heads of Foreign Missions stationed in India using cars with CD symbol</p> <p>xx. All Government vehicles (b) Vehicles used for official purposes by:- i. the Ministry of Defence including those which are eligible for exemption in accordance with the provisions of the Indian Toll (Army and Air Force) Act, 1901 and rules made there under, as extended to Navy also; ii. the Central and State armed forces in uniform including para military forces and police; iii. an executive Magistrate on duty; iv. the persons required to use the Expressway for discharging their statutory obligations in relation to the Site; v. a fire-fighting department or organization; vi. Officers of Concerned Expressway Authority; and</p> <p>(c) Vehicles used as ambulance. (d) Used as Funeral Van; and (e) Vehicles specially designed and constructed for use of a person suffering from some physical defect or disability.</p> <p>xxi. The awardee of Paramvir Chakra, Ashok Chakra, Maha Vir Chakra, Kirti Chakra, Vir Chakra and Shaurya Chakra, if such awardee produces his/her photo identity card duly authenticated by the appropriate or competent Authority for such award.</p>
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By Order,

(Alok Kumar)

Addl. Chief Secretary  
Infrastructure & Industrial  
Development Department

**SCHEDULE – I (b):-**

**TOLL RATES FOR BUNDELKHAND EXPRESSWAY FOR  
VARIOUS CATEGORY OF VEHICLES FOR FY 2026-27**



**Toll Rates of all vehicle categories with 25% discount on Base Toll Rates for Single Trip (Rounded Off Rates)**

**The Link-wise Toll Rates for Bundelkhand Expressway for Various Category of Vehicles in FY 2026-27**  
**Toll Rates for Two Wheeler / Three Wheeler / Legally Registered Tractor**  
**Single Journey Amount with 25% Discount on Base Toll Rates**

	A	B	C	D	E	F	G	H	I	J	K	L	M
A	0	25	40	50	55	90	130	180	190	215	265	305	315
B		0	20	25	30	70	105	155	165	190	245	280	295
C			0	5	10	50	85	135	145	175	225	260	275
D				0	5	45	80	130	140	165	220	255	270
E					0	40	75	125	135	160	215	250	265
F						0	35	85	95	125	175	210	225
G							0	50	60	85	140	175	190
H								0	10	35	90	125	140
I									0	25	80	115	130
J										0	50	85	100
K											0	35	50
L												0	15
M													0

<b>The Link-wise Toll Rates for Bundelkhand Expressway for Various Category of Vehicles in FY 2026-27</b> <b>Toll Rates for Car, Jeep, Van or Light Motor Vehicle</b> <b>Single Journey Amount with 25% Discount on Base Toll Rates</b>													
	A	B	C	D	E	F	G	H	I	J	K	L	M
A	0	50	85	100	110	185	260	360	380	430	535	605	635
B		0	35	50	60	135	210	310	330	380	485	555	585
C			0	15	25	100	175	275	295	345	450	520	550
D				0	10	85	160	260	280	330	435	505	535
E					0	75	150	250	270	320	425	495	525
F						0	75	175	195	245	350	420	450
G							0	100	120	170	275	345	375
H								0	20	70	175	245	275
I									0	50	155	225	255
J										0	105	175	205
K											0	70	100
L												0	30
M													0

**The Link-wise Toll Rates for Bundelkhand Expressway for Various Category of Vehicles in FY 2026-27**  
**Toll Rates for Light Commercial Vehicle, Light Good Vehicle or Mini Bus**  
**Single Journey Amount with 25% Discount on Base Toll Rates**

	A	B	C	D	E	F	G	H	I	J	K	L	M
A	0	75	135	155	170	290	410	565	595	680	845	955	1000
B		0	55	80	95	215	335	490	520	605	765	880	925
C			0	25	40	155	275	430	465	545	710	820	865
D				0	15	135	255	410	440	525	685	800	845
E					0	120	235	395	425	505	670	785	830
F						0	120	275	305	390	555	665	710
G							0	155	185	270	435	545	590
H								0	30	115	280	390	435
I									0	85	245	360	405
J										0	165	275	320
K											0	110	160
L												0	45
M													0



<b>The Link-wise Toll Rates for Bundelkhand Expressway for Various Category of Vehicles in FY 2026-27</b> <b>Toll Rates for Bus or Truck</b> <b>Single Journey Amount with 25% Discount on Base Toll Rates</b>													
	A	B	C	D	E	F	G	H	I	J	K	L	M
A	0	155	270	315	350	590	830	1140	1205	1375	1705	1930	2025
B		0	115	160	195	435	675	985	1050	1220	1550	1775	1870
C			0	45	80	315	560	870	935	1105	1435	1660	1755
D				0	30	270	510	825	890	1055	1390	1615	1705
E					0	240	480	795	855	1025	1355	1580	1675
F						0	240	555	620	785	1115	1340	1435
G							0	315	375	545	875	1100	1195
H								0	65	230	560	790	880
I									0	170	500	725	820
J										0	330	555	650
K											0	225	320
L												0	95
M													0

**The Link-wise Toll Rates for Bundelkhand Expressway for Various Category of Vehicles in FY 2026-27**  
**Toll Rates for Heavy Construction Machinery (HCM) or Earth Moving Equipment (EME) or Multi Axle Vehicle (MAV) Three to Six Axles**  
**Single Journey Amount with 25% Discount on Base Toll Rates**

	A	B	C	D	E	F	G	H	I	J	K	L	M
A	0	240	415	485	535	900	1270	1750	1845	2105	2610	2955	3100
B		0	180	250	295	660	1030	1510	1610	1865	2370	2720	2860
C			0	70	120	485	855	1335	1430	1690	2195	2540	2685
D				0	50	415	785	1265	1360	1620	2125	2470	2615
E					0	365	735	1215	1310	1570	2075	2420	2565
F						0	370	850	945	1205	1710	2055	2200
G							0	480	575	835	1340	1685	1830
H								0	95	355	860	1205	1350
I									0	260	760	1110	1255
J										0	505	850	995
K											0	345	490
L												0	145
M													0



<b>The Link-wise Toll Rates for Bundelkhand Expressway for Various Category of Vehicles in FY 2026-27</b> <b>Toll Rates for Oversized Vehicles (Seven or more Axles)</b> <b>Single Journey Amount with 25% Discount on Base Toll Rates</b>													
	A	B	C	D	E	F	G	H	I	J	K	L	M
A	0	305	530	620	685	1155	1630	2245	2370	2700	3350	3795	3980
B		0	230	315	380	850	1325	1940	2065	2395	3050	3490	3675
C			0	90	150	625	1095	1715	1840	2170	2820	3265	3445
D				0	65	535	1005	1625	1750	2080	2730	3175	3360
E					0	470	945	1560	1685	2015	2670	3110	3295
F						0	475	1090	1215	1545	2195	2640	2825
G							0	620	745	1070	1725	2165	2350
H								0	125	455	1105	1550	1735
I									0	330	980	1425	1610
J										0	650	1095	1280
K											0	445	625
L												0	185
M													0

**Toll Rates of all vehicle categories with 25% discount on Base Toll Rates for Return Trip (Rounded Off Rates)**

**The Link-wise Toll Rates for Bundelkhand Expressway for Various Category of Vehicles in FY 2026-27**  
**Toll Rates for Two Wheeler / Three Wheeler / Legally Registered Tractor**  
**Return Journey Amount with 25% Discount on Base Toll Rates**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>	<b>J</b>	<b>K</b>	<b>L</b>	<b>M</b>
<b>A</b>	0	40	65	80	85	145	205	285	300	345	430	485	505
<b>B</b>		0	30	40	50	110	170	250	265	305	390	445	470
<b>C</b>			0	10	20	80	140	220	235	275	360	415	440
<b>D</b>				0	10	70	130	210	225	265	350	405	430
<b>E</b>					0	60	120	200	215	255	340	395	420
<b>F</b>						0	60	140	155	195	280	335	360
<b>G</b>							0	80	95	135	220	275	300
<b>H</b>								0	15	60	140	195	220
<b>I</b>									0	40	125	180	205
<b>J</b>										0	85	140	165
<b>K</b>											0	55	80
<b>L</b>												0	25
<b>M</b>													0

**The Link-wise Toll Rates for Bundelkhand Expressway for Various Category of Vehicles in FY 2026-27****Toll Rates for Car, Jeep, Van or Light Motor Vehicle****Return Journey Amount with 25% Discount on Base Toll Rates**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>	<b>J</b>	<b>K</b>	<b>L</b>	<b>M</b>
<b>A</b>	0	75	135	160	175	295	415	575	605	690	855	970	1015
<b>B</b>		0	60	80	95	215	335	495	530	610	780	890	940
<b>C</b>			0	25	40	160	280	440	470	555	720	835	880
<b>D</b>				0	15	135	255	415	445	530	700	810	855
<b>E</b>					0	120	240	400	430	515	680	795	840
<b>F</b>						0	120	280	310	395	560	675	720
<b>G</b>							0	160	190	275	440	555	600
<b>H</b>								0	30	115	280	395	440
<b>I</b>									0	85	250	365	410
<b>J</b>										0	165	280	325
<b>K</b>											0	110	160
<b>L</b>												0	45
<b>M</b>													0



**The Link-wise Toll Rates for Bundelkhand Expressway for Various Category of Vehicles in FY 2026-27**  
**Toll Rates for Light Commercial Vehicle, Light Good Vehicle or Mini Bus**  
**Return Journey Amount with 25% Discount on Base Toll Rates**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>	<b>J</b>	<b>K</b>	<b>L</b>	<b>M</b>
<b>A</b>	0	120	215	250	275	465	655	905	955	1085	1350	1530	1600
<b>B</b>		0	90	130	155	345	535	780	830	965	1225	1405	1480
<b>C</b>			0	35	60	250	440	690	740	875	1135	1315	1390
<b>D</b>				0	25	215	405	655	705	835	1100	1280	1350
<b>E</b>					0	190	380	630	680	810	1075	1255	1325
<b>F</b>						0	190	440	490	620	885	1065	1135
<b>G</b>							0	250	300	430	695	875	945
<b>H</b>								0	50	185	445	625	700
<b>I</b>									0	135	395	575	645
<b>J</b>										0	265	440	515
<b>K</b>											0	180	250
<b>L</b>												0	75
<b>M</b>													0

**The Link-wise Toll Rates for Bundelkhand Expressway for Various Category of Vehicles in FY 2026-27****Toll Rates for Bus or Truck****Return Journey Amount with 25% Discount on Base Toll Rates**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>	<b>J</b>	<b>K</b>	<b>L</b>	<b>M</b>
<b>A</b>	0	250	435	505	560	940	1325	1830	1930	2200	2725	3090	3240
<b>B</b>		0	185	260	310	690	1080	1580	1680	1950	2480	2840	2990
<b>C</b>			0	75	125	505	890	1395	1495	1765	2295	2655	2805
<b>D</b>				0	50	435	820	1320	1425	1690	2220	2580	2730
<b>E</b>					0	385	770	1270	1370	1640	2170	2530	2680
<b>F</b>						0	385	885	990	1255	1785	2150	2295
<b>G</b>							0	500	605	870	1400	1765	1910
<b>H</b>								0	100	370	900	1260	1410
<b>I</b>									0	270	795	1160	1310
<b>J</b>										0	530	890	1040
<b>K</b>											0	360	510
<b>L</b>												0	150
<b>M</b>													0

**The Link-wise Toll Rates for Bundelkhand Expressway for Various Category of Vehicles in FY 2026-27**  
**Toll Rates for Heavy Construction Machinery (HCM) or Earth Moving Equipment (EME) or Multi Axle Vehicle (MAV) Three to Six Axles**  
**Return Journey Amount with 25% Discount on Base Toll Rates**

	A	B	C	D	E	F	G	H	I	J	K	L	M
A	0	380	665	780	855	1440	2035	2800	2955	3370	4175	4730	4960
B		0	285	395	475	1060	1650	2420	2575	2985	3795	4350	4580
C			0	110	190	775	1365	2135	2290	2700	3510	4065	4295
D				0	80	665	1255	2020	2175	2590	3395	3950	4180
E					0	585	1175	1940	2100	2510	3320	3875	4105
F						0	590	1360	1515	1925	2735	3290	3520
G							0	765	920	1335	2140	2700	2925
H								0	155	570	1375	1930	2160
I									0	410	1220	1775	2005
J										0	805	1365	1595
K											0	555	785
L												0	230
M													0



**The Link-wise Toll Rates for Bundelkhand Expressway for Various Category of Vehicles in FY 2026-27****Toll Rates for Oversized Vehicles (Seven or more Axles)****Return Journey Amount with 25% Discount on Base Toll Rates**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>	<b>J</b>	<b>K</b>	<b>L</b>	<b>M</b>
<b>A</b>	0	485	850	995	1095	1850	2605	3595	3795	4320	5365	6075	6365
<b>B</b>		0	365	510	610	1360	2120	3110	3305	3835	4875	5585	5880
<b>C</b>			0	145	245	1000	1755	2745	2945	3470	4510	5220	5515
<b>D</b>				0	100	855	1610	2600	2800	3325	4370	5080	5370
<b>E</b>					0	755	1510	2500	2700	3225	4270	4980	5270
<b>F</b>						0	755	1745	1945	2470	3515	4225	4520
<b>G</b>							0	990	1190	1715	2760	3470	3760
<b>H</b>								0	200	725	1770	2480	2770
<b>I</b>									0	525	1570	2280	2575
<b>J</b>										0	1040	1750	2045
<b>K</b>											0	710	1005
<b>L</b>												0	295
<b>M</b>													0

**Toll Rates of all vehicle categories with 25% discount on Base Toll Rates for Monthly Pass (20 Trips)  
(Rounded Off Rates)**

**The Link-wise Toll Rates for Bundelkhand Expressway for Various Category of Vehicles in FY 2026-27  
Toll Rates for Two Wheeler / Three Wheeler / Legally Registered Tractor  
Monthly Pass Amount with 25% Discount on Base Toll Rates**

	A	B	C	D	E	F	G	H	I	J	K	L	M
A	0	385	675	790	865	1470	2070	2865	3025	3440	4280	4840	5075
B		0	290	400	480	1085	1685	2480	2640	3055	3895	4455	4690
C			0	115	195	800	1395	2190	2350	2770	3605	4165	4400
D				0	80	685	1285	2080	2235	2655	3490	4055	4285
E					0	605	1205	2000	2155	2575	3410	3975	4205
F						0	600	1395	1550	1970	2805	3370	3600
G							0	795	955	1370	2205	2770	3000
H								0	160	575	1410	1975	2205
I									0	415	1255	1815	2050
J										0	835	1400	1630
K											0	560	795
L												0	230
M													0

**The Link-wise Toll Rates for Bundelkhand Expressway for Various Category of Vehicles in FY 2026-27****Toll Rates for Car, Jeep, Van or Light Motor Vehicle****Monthly Pass Amount with 25% Discount on Base Toll Rates**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>	<b>J</b>	<b>K</b>	<b>L</b>	<b>M</b>
<b>A</b>	0	770	1350	1575	1735	2945	4145	5735	6050	6885	8555	9680	10145
<b>B</b>		0	575	805	965	2175	3370	4960	5275	6110	7785	8910	9375
<b>C</b>			0	225	385	1595	2795	4385	4700	5535	7210	8335	8800
<b>D</b>				0	160	1370	2570	4160	4475	5310	6980	8105	8570
<b>E</b>					0	1210	2410	4000	4315	5150	6825	7950	8415
<b>F</b>						0	1200	2790	3105	3940	5610	6735	7200
<b>G</b>							0	1590	1905	2740	4415	5540	6005
<b>H</b>								0	315	1150	2825	3950	4415
<b>I</b>									0	835	2510	3635	4100
<b>J</b>										0	1675	2800	3265
<b>K</b>											0	1125	1590
<b>L</b>												0	460
<b>M</b>													0



**The Link-wise Toll Rates for Bundelkhand Expressway for Various Category of Vehicles in FY 2026-27**  
**Toll Rates for Light Commercial Vehicle, Light Good Vehicle or Mini Bus**  
**Monthly Pass Amount with 25% Discount on Base Toll Rates**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>	<b>J</b>	<b>K</b>	<b>L</b>	<b>M</b>
<b>A</b>	0	1225	2140	2500	2755	4650	6555	9045	9545	10870	13495	15280	16020
<b>B</b>		0	915	1275	1530	3425	5330	7820	8320	9645	12270	14055	14795
<b>C</b>			0	365	615	2510	4410	6905	7405	8730	11355	13140	13880
<b>D</b>				0	255	2150	4050	6540	7045	8370	10995	12780	13520
<b>E</b>					0	1895	3800	6290	6790	8115	10740	12530	13265
<b>F</b>						0	1905	4395	4895	6220	8845	10630	11370
<b>G</b>							0	2490	2995	4320	6945	8730	9470
<b>H</b>								0	500	1825	4450	6240	6975
<b>I</b>									0	1325	3950	5735	6475
<b>J</b>										0	2640	4410	5150
<b>K</b>											0	1790	2525
<b>L</b>												0	740
<b>M</b>													0

**The Link-wise Toll Rates for Bundelkhand Expressway for Various Category of Vehicles in FY 2026-27****Toll Rates for Bus or Truck****Monthly Pass Amount with 25% Discount on Base Toll Rates**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>	<b>J</b>	<b>K</b>	<b>L</b>	<b>M</b>
<b>A</b>	0	2480	4335	5065	5575	9405	13255	18280	19295	21980	27265	30885	32380
<b>B</b>		0	1855	2585	3095	6925	10775	15800	16815	19500	24785	28405	29900
<b>C</b>			0	730	1240	5070	8920	13945	14960	17645	22930	26550	28045
<b>D</b>				0	510	4340	8190	13215	14230	16915	22200	25820	27315
<b>E</b>					0	3830	7680	12700	13715	16400	21690	25305	26800
<b>F</b>						0	3850	8875	9890	12575	17865	21480	22975
<b>G</b>							0	5020	6035	8720	14010	17625	19120
<b>H</b>								0	1020	3700	8990	12605	14100
<b>I</b>									0	2685	7975	11590	13085
<b>J</b>										0	5290	8905	10400
<b>K</b>											0	3615	5110
<b>L</b>												0	1495
<b>M</b>													0

**The Link-wise Toll Rates for Bundelkhand Expressway for Various Category of Vehicles in FY 2026-27**  
**Toll Rates for Heavy Construction Machinery (HCM) or Earth Moving Equipment (EME) or Multi Axle Vehicle (MAV) Three to Six Axles**  
**Monthly Pass Amount with 25% Discount on Base Toll Rates**

	A	B	C	D	E	F	G	H	I	J	K	L	M
A	0	3810	6660	7780	8570	14410	20325	27990	29550	33675	41750	47305	49600
B		0	2850	3970	4760	10600	16515	24180	25740	29865	37940	43495	45790
C			0	1120	1905	7745	13665	21330	22890	27015	35085	40645	42940
D				0	785	6625	12545	20210	21770	25895	33965	39520	41820
E					0	5840	11760	19425	20980	25105	33180	38735	41035
F						0	5920	13585	15140	19265	27340	32895	35195
G							0	7665	9225	13350	21420	26975	29275
H								0	1560	5685	13755	19315	21610
I									0	4120	12195	17755	20050
J										0	8075	13630	15925
K											0	5555	7855
L												0	2295
M													0



<b>The Link-wise Toll Rates for Bundelkhand Expressway for Various Category of Vehicles in FY 2026-27</b> <b>Toll Rates for Oversized Vehicles (Seven or more Axles)</b> <b>Monthly Pass Amount with 25% Discount on Base Toll Rates</b>													
	A	B	C	D	E	F	G	H	I	J	K	L	M
A	0	4870	8510	9945	10950	18490	26050	35945	37940	43210	53630	60730	63665
B		0	3645	5075	6080	13620	21185	31080	33070	38340	48765	55865	58800
C			0	1430	2435	9975	17540	27435	29430	34700	45120	52220	55155
D				0	1005	8545	16105	26005	27995	33265	43685	50785	53725
E					0	7540	15105	25000	26990	32260	42685	49785	52720
F						0	7565	17460	19450	24720	35145	42245	45180
G							0	9900	11890	17160	27580	34680	37615
H								0	1995	7265	17685	24785	27720
I									0	5270	15690	22790	25725
J										0	10420	17520	20455
K											0	7100	10035
L												0	2935
M													0

**SCHEDULE – II**

**Not Applicable**

**Schedule- III**

## Key Personnel

SI No	Designation at Plaza	No. per lane	No. per shift (for all lanes)	Nos. deployed Per Plaza (for all shifts)	Minimum Essential Qualification
1.	Plaza Manager			1	<p>(a) Degree in IT/ Computer Science/Electronics &amp; 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</p> <p>(b) 2 years' experience in using semi-automatic/ Electronic User collection systems</p>



SI No	Designation at Plaza	No. per lane	No. per shift (for all lanes)	Nos. deployed Per Plaza (for all shifts)	Minimum Essential Qualification
2.	Security Officer			1	(a) Graduate in any discipline from any government recognized university with minimum 10 years post-qualification experience 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

SI No	Designation at Plaza	No. per lane	No. per shift (for all lanes)	Nos. deployed Per Plaza (for all shifts)	Minimum Essential Qualification
3.	Accounts Officer			1	<p>Post-graduate in Commerce or Graduate with CA/ICWA/SSA with 5 years experience in Audit &amp; Accounts.</p> <p>Note: At least the Contractor shall have one team of Key Personnel, meeting above requirements, for all Toll Plazas within the jurisdiction of one Regional Office, subject to provision of suitable persons for Key Personnel positions at that specific User Plaza for which qualification requirements may be relaxed by UPEIDA concerned. There shall be no change in the requirements regarding —other staff specified in Schedule-III for each User Plaza</p>
OTHER STAFF					

SI No	Designation at Plaza	No. per lane	No. per shift (for all lanes)	Nos. deployed Per Plaza (for all shifts)	Minimum Essential Qualification
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.	Toll Collector	1	8 (in case of 8 lane plaza)	24*+6(2 reliever per shift)=30	12 <sup>th</sup> pass from any recognised board in India or retired defence personnel with operational knowledge of computer.
4.	Barrier Man		2+2(up & down)	12	12 <sup>th</sup> pass from any recognised board in India or retired defence personnel.
5.	Channelizer		2+2(up & down)	6	12 <sup>th</sup> pass from any recognised board in India or retired defence personnel.
6.	Gun man		4	12	Retired defence personnel only.



SI No	Designation at Plaza	No. per lane	No. per shift (for all lanes)	Nos. deployed Per Plaza (for all shifts)	Minimum Essential Qualification
7.	Electrician		1	3	10 <sup>th</sup> Standard pass from any recognised board of India with knowledge of the relevant field.
8.	Safaiwala		1	3	Experience in
9.	Mali			1	relevant field
10.	Peon		1	3	8 <sup>th</sup> Standard Pass
11.	Total			79	
*The above requirement of staff is for 4 + 4 lane plaza. The Bidder shall confirm the actual number of lanes and requirement of other staff from the concerned authority at UPEIDA					

Note : Copy of original degree/ qualification certificate need to be submitted.

**Schedule- IV**

**FORMAT FOR DETAILS OF PERSONNEL TO BE DEPLOYED AT Toll Plazas  
along Bundelkhand Expressway in the State of Uttar Pradesh  
(To be submitted after signing of the contract to UPEIDA)**

Sr. No.	Name & Designation	Permanent Address and Contact No.	Correspondence Address and Contact No.	Qualification & experience (self-attested copy of certificate are to be enclosed)	Recent Passport size photograph.	Specimen Signature
1.	Plaza Manager					
2.	Security Officer					
3.	Accounts Officer					
4.	Administrative Officer					
5.	Shift In-charge					
6.	Toll Fee Inspector					
7.	Accountant					
8.	Asst. Accountant					
9.	User Collector					
10.	Barrier Man					
11.	Gun Man					
12.	Electrician					
13.	Safaiwala					
14.	Mali					
15.	Peon					
16.	Patrol-cum-safety Vehicles					
17.	Security Personnel					

**Schedule-V****MONTHLY USER FEE COLLECTION STATEMENT- PART-A**

Serial No.	Type of Vehicles as per notification	Amount of Toll Fee collected through Tickets		User Fee Collected through Passes		Total Amount Collected		Total Amount Deposited		Remarks
		For the month	Cumulative	For the month	Cumulative	For the month	Cumulative	For the month	Cumulative	
1.	CAR, JEEP, VAN OR LIGHT MOTOR VEHICLE									
2.	LIGHT COMMERCIAL VEHICLE, LIGHT GOODS VEHICLE OR MINI BUS									
3.	TRUCK/BUS (TWO AXLES)									
4.	THREE AXLE COMMERCIAL VEHICLES									
5.	HEAVY CONSTRUCTION MACHINERY (HCM) OR EARTH MOVING EQUIPMENT (EME) OR MULTI AXLE VEHICLE (MAV) (FOUR TO SIX AXLES)									
6.	OVERSIZED VEHICLES (SEVEN OR MORE AXLES)									
<b>Total</b>										



**Schedule-V****MONTHLY USER FEE COLLECTION STATEMENT- PART-B**

<b>MONTHLY VEHICLE PASSING REPORT</b>						
<b>FOR THE MONTH OF .....</b>						
<b>No. of monthly Passes</b>	<b>CAR, JEEP, VAN OR LIGHT MOTOR VEHICLE</b>	<b>LIGHT COMMERCIAL VEHICLE, LIGHT GOODS VEHICLE OR MINIBUS</b>	<b>TRUCK OR BUS</b>	<b>HEAVY CONSTRUCTION MACHINERY (HCM), EARTH MOVING EQUIPMENT (EME) OR MULTI AXLE VEHICLE (MAV) (THREE TO SIX AXLES)</b>	<b>OVERSIZED VEHICLES (SEVEN OR MORE AXLES)</b>	<b>TOTAL</b>
<b>Types of Vehicles as per notification</b>	<b>CAR, JEEP, VAN OR LIGHT MOTOR VEHICLE</b>	<b>LIGHT COMMERCIAL VEHICLE, LIGHT GOODS VEHICLE OR MINIBUS</b>	<b>TRUCK OR BUS</b>	<b>HEAVY CONSTRUCTION MACHINERY (HCM), EARTH MOVING EQUIPMENT (EME) OR MULTI AXLE VEHICLE (MAV) (THREE TO SIX AXLES)</b>	<b>OVERSIZED VEHICLES (SEVEN OR MORE AXLES)</b>	<b>TOTAL</b>
	<b>Nos.</b>	<b>Nos.</b>	<b>Nos.</b>	<b>Nos.</b>	<b>Nos.</b>	<b>Nos.</b>
All types of single Entry (excluding Commercial vehicle registered In the district where the Fee plaza falls)						
Multiple entry						
Reusage of Multiple Entry ticket						
Reusage of Monthly passes						
Single Entry of Commercial vehicle (excluding Vehicles plying under national permit) registered in the district where the fee plaza falls						
Exempted etc.						
Grand Total						

**Schedule-VI****Format for Bank Guarantee for Performance Security****BANK GUARANTEE FOR PERFORMANCE SECURITY**

**To,**  
**Chief Executive Officer,**  
**Uttar Pradesh Expressways Industrial Development Authority (UPEIDA),**  
**2<sup>nd</sup> Floor, Parytan Bhavan, C-13 Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh-226010**

In consideration of —Uttar Pradesh Expressways Industrial Development Authority (UPEIDA) (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.....) 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 at .....  
 ..... a body registered/constituted under the ..... (here in after 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 upto.....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 Lucknow, 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”***

Not withstanding 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).
- (iv) Please note that as per Clause 12 of schedule 1 (B) of Indian Stamp Act, 1899 (as applicable in UP), Stamp duty of Rs. 5.00 per thousand of Rupees, subject to a maximum of Rs. 10,000.00 is payable on the Bank Guarantees executed by Bank as a surety to secure the due performance of the contract.



**Schedule VII - DELETED**

**Schedule- VIII**

Sample calculation of Revised Remittance as per Clause- 5(b)					
S. No.	Category of Vehicle	Proportion (%) of contribution in toll collection 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	37	40	50	25.00
2	LCV /LGV or Mini Bus	11	80	100	25.00
3	Truck or Bus	16	160	200	25.00
4	HCM / EME/ MAV (3-6 Axle)	67	325	345	6.15
5	OSV (7 or more axle)	0	160	200	25.000
	<b>Total</b>	<b>100</b>			

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

$$2 \quad \text{Original weekly remittance=} \quad \text{Rs. 13,80,822 /-}$$

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

**Schedule-IX**

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

(English, Hindi & Vernacular Languages)

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

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

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

**Name, CEO, UPEIDA, Contact No.....**

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

**Name, Nodal Officer, UPEIDA, Mobile No. ....**

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



**ATTACHMENTS**

**ATTACHMENT – I*****DRAFT FORM OF CONTRACT******Preamble:***

(A) This Contract is made at....., on this the day of by and between the Uttar Pradesh Expressways Industrial Development Authority, a Statutory body, established under the UP Industrial Area Development Act 1976, having its Corporate Office at 5th Floor, A-Block, PICUP Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow-226010, 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, 1956/2013 having its Registered Office at\_\_\_\_(***mention full address***) and Incorporation Certificate No. dt.....

**Or**

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

**Or**

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

**Or**

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

**Or**

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

**Or**

( )\* *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 Uttar Pradesh Expressway (Levy of Tolls and Fixing of Fees and Realisation thereof) (Fourth Amendment) Rules, 2017 (as amended from time to time), hereinafter referred to as —"**The UP Toll Rules, 2017**" to collect User Fees on behalf of Uttar Pradesh Government for services or benefits rendered as per Uttar Pradesh Expressway (Levy of Tolls and Fixing of Fees and Realisation thereof) (Fourth Amendment) Rules, 2017.

(F) **AND WHEREAS** the Authority "Uttar Pradesh Expressways Industrial Development Authority" is constituted by GoUP under the provisions of the UP Industrial Area Development Act 1976, vide Notification Number 4246/77-4-07- 94 Bha/07TC, dated December 27, 2007 issued by Industrial Area Development Department-4, Uttar Pradesh Government.

(G) **AND WHEREAS** the Authority is empowered under the provisions of the UP Toll Rules, 2017 to enter into contracts with any person for the purpose of collection of User Fee under the said Toll Rules, 2017. The Authority is desirous of engaging the Contractor to **collect User Fees and Operation of Toll Plazas along with deployment of 12 number of Patrol-cum-Safety Vehicles along with required personnel manning these vehicles along the Bundelkhand Expressway in the State of Uttar Pradesh.**

(H) **AND WHEREAS** the Authority invited Bids from interested entrepreneurs for collection of User Fee for the use of the said Expressway and operation of Toll Plazas for a period of 02 (Two) years. The Contractor is one of those Bidders who submitted Bid and quoted in its offer that, in lieu of transferring Uttar Pradesh Government's Toll Fee collection rights for the said Expressway 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 Expressway. The remittance shall be as follows:

Sr. No.	Period	Total Amount Payable by the Contractor to the Authority for the period mentioned in column B (with escalation @ 10 % on year to year basis)
A.	B.	C.
1.	(From DD/MM/YYYY 00:00:00 Hrs. To DD/MM/YYYY 23:59:59 Hrs.) (Two year)	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 amount payable after first year and onwards shall escalate @ of 10% (ten percent) per annum on year-on-year basis.
- The amount quoted above shall be inclusive of all Taxes including GST and Service charges, if any.

**i) AND WHEREAS the Authority has authorised Addl. Chief Executive Officer/ Chief Executive Officer, UPEIDA to enter into this Contract with the Contractor,**

**ii)** And Whereas, the Authority has authorized the Addl. Chief Executive Officer/ Chief Executive Officer, UPEIDA, **Lucknow** to supervise and discharge of various functions to be performed by the Contractor under this Contract.

**(f)** **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)*

**(g)** **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 and Operation of Toll Plazas for the use of the said Expressway.

**2. PERIOD OF CONTRACT:**

- (i) —The Contract shall be for a period of 02 (Two years beginning on [insert date] from \_\_\_\_ (00:00:00 Hrs.) to \_\_\_\_ (23:59:59 Hrs.), (hereinafter referred to as Contract Period)

**OR**

till the plaza is handed over to the other collection agency (OMT Concessionaire/BOT Concessionaire etc.) as per directions issued by UPEIDA, whichever is earlier. However, the Authority reserves the right to reduce the period of contract without any compensation and in such cases of early termination of contract, the total amount payable by the Bidder to the Authority will be proportionately modified depending upon the period.

*Note: The start date of contract shall on the day from the date of signing of the Contract Agreement or the date indicated by the Authority to the Contractor.*

(ii) The period of contract shall be 02 (Two) years. **In case the Authority may deem necessary at its own discretion, the Authority reserves the right to increase the contract period at same terms and conditions under this contract for a maximum period of 06 (six) months.**

III. Deleted.

### **3. USER FEE:**

#### **3.1 RATE OF USER FEE**

(a) The Contractor shall collect User Fees at such rates only and from such vehicles only in terms of 'The UP Toll Rules, 2017' (**appended at Schedule-I(a)**) and as per the toll rates of various category of vehicles notified by the Authority for the F.Y 2026-27 (**appended at Schedule-I(b)**) for the use of the said Expressway and in strict compliance with the provisions of the Rules and the Notification. The toll rates of various category of vehicles notified by the Authority for the F.Y. 2026-27 are with 25% discount. The 25% discount on toll rates shall be applicable for the period of the contract.

(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 **User Rules**, the category Truck/ Bus will include all type of trucks and buses irrespective of the axles and size.

#### **3.2 MODES OF COLLECTION OF USER FEE: NETC/ FASTag**

(a) NETC/FASTag system of toll collection will also be available as an option to the Commuters of the Bundelkhand Expressway.

(b) IHMCL has issued guidelines from time to time for the operation of NETC/FASTag system.

(c) The IHMCL has also issued various technical guidelines from time to time, the latest being those under ICD 2.5.



(d) As a part of “one nation one tag” plan of the Ministry of Road Transport and Highways, Govt. of India, UPEIDA has entered into an agreement with the IHMCL for implementation of the FASTag system on the Toll plazas of expressways of UPEIDA.

(e) The essential covenants of this agreement shall have to be complied with by the Toll Collection Agency with specific reference to the toll collection through FASTag. For this purpose, a supplementary agreement shall be required to be executed between UPEIDA and the Toll Collection Agency so as to define the Scope of work, broader terms and conditions and the roles and responsibilities of UPEIDA and the Toll Collection Agency relating to NETC/FASTag services being obtained from the IHMCL.

(f) The covenants of such supplementary agreement include, inter alia, the maintenance, repairs and upgradation of the NETC/FASTag system to be done, as and when required, by the Toll Collection Agency at its own expenses

(g) The service fees as mentioned in the Scheme guidelines of IHMCL on NETC/FASTag, issued from time to time, shall be borne by the Toll Collection Agency. These include the fees of Issuer Bank, IHMCL, NPCI and the Acquirer Bank.

(h) A copy of the draft supplementary Agreement to be executed between UPEIDA and the Toll Collection Agency is enclosed at Attachment-II. The Guidelines of IHMCL referred to above may be accessed from their website.

#### **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 Tolls. 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 State Government to modify, change or vary the rate of USER Fee to be levied or conditions for collection of USER Fee, or both is hereby reserved.

(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.

(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 State 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 here under.

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

(e) Total collection worked out considering the traffic during 6 calendar months immediately preceding the month from which the variation is affected or the actual period of collection, whichever is less, on the basis of existing rates.

(f) Total collection worked out considering the same volume of traffic on the basis of the revised fee rates.

(g) 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.

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 travelers 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 36 of this Contract.

(h) The proposal on revised Revenue Share 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 revenue share from applicable date as per their own proposal on the revised revenue share 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 revenue share by the Authority

(i) Provided that, any modification, change or variation in the conditions for collection of User Fee (including towards concession/ rebate to the frequent short distance travelers 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, the decision of the Authority shall be implemented and the Contractor shall be at liberty to refer the dispute to Arbitration as per Clause-28.**

## 6. COMMENCEMENT AND TERMINATION OF USER FEE COLLECTION:

(a) Subject to Clause 2 of the Contract, the USER Fee collection shall commence from the date as communicated by the Authority in writing which may be even at variance from the dates mentioned elsewhere and terminate on expiry of 02 (Two) years.

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.

(b) The right to collect USER Fee shall come to an end on the expiry of a period of 02 (Two) years, subject to clause 2 (ii), reckoned from date as communicated by the Authority for collection of USERFEE.

(c) In no case, the Contractor shall have a right to demand continuance or extension of the contract period beyond the period of 02 (Two) years.

## 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 State Government 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 Tolls under the Indian User (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 UP Toll Rules, 2017. 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 User Fee Collection at **designated Toll Plazas along Bundelkhand Expressway in the State of Uttar Pradesh** 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 18 (c) or under Clause 36(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 Expressway 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 Expressway for which USER Fee is to be collected. The Contractor recognizes that all tollable traffic on the said section may not pass through the USER Fee collection booth or Toll plaza.

## 10. HANDING OVER THE TOLL PLAZA(S):

(a) The Authority shall endeavor to hand over the Toll Plaza collection booths at **designated Toll Plazas along the Bundelkhand Expressway** at 00.00 hrs. on the date of signing the contract *or on the date indicated by the Authority to the Contractor* for the purpose of USER Fee collection on the said Expressway.

(b) The Authority has the right to entrust the Toll 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 Toll 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 Toll plaza.

(e) The Contractor shall handover the Toll Plaza(s) on 00.00 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 Toll Plaza on 00.00 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 Lucknow 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 due certificate by the Authority.

#### **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 Toll Plaza(s) for the information of the road Tolls and the general public and (ii) provide a copy of same to road User on demand upon payment of copying charges on a 'no profit no loss' basis.

#### **12. REQUIREMENT OF PERSONNEL FOR USER FEE COLLECTION:**

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.

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 for ensuring free flow of traffic.

#### **13. DEPLOYMENT OF PERSONNEL:**

(a) The Contractor shall have to give priority to local youth (including women) for employment w.r.t. Operation & Maintenance of Toll Plazas/Booths and other works. 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 UPEIDA Office and that of other staff to UPEIDA after signing of the contract in the format given in schedule- IV of this contract.

(c) The uniform of the personnel deployed shall necessarily bear the name of the individual and the name of the Contractor. Navy blue Trouser and sky-blue check shirt will be the uniform for collection staff for summer. In winter navy blue pullover, warm navy blue trouser and sky-blue check shirt will be the uniform of collection staff. Shoes and socks should be Black. The shirt should bear the name of the agency and the employee displayed in embroidery in readable size.

(d) The 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 forth with 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 behaviour.

(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 CEO concerned in advance. The CEO, 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 equipment already developed or being developed by various companies/agencies. The contractor shall extend full co-operation in installation, operation and maintenance of such system and will be bound by the advice of the authority in this regard.

#### **14. INTER SE RELATIONS:**

(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 maintained by the Contractor are as under;

(i) Computers and its peripherals, The AMC of shall be in scope of the AMC contractor, The User Fee collection agency shall be responsible for repair/replacement in case of damage during operation. And in the event of Contractor undertaking repair/replacement, it shall be on prior written approval of UPEIDA.

(ii) TMS Software\* for running the system if the contractor is not using UPEIDA's software. The AMC of shall be in scope of the AMC contractor, The User collection agency shall be responsible for repair/replacement in case of damage during operation. And in the event of Contractor undertaking repair/replacement, it shall be on prior written approval of UPEIDA.

(iii) The User collection agency shall establish the high-speed internet and local connectivity (wired or wireless)/ MPLS network among all the Toll Plazas which shall have the bandwidth of 32 Mbps or more.

(iv) Settlement and 24x7 monitoring of FASTag ETC Transactions shall be done through ICD 2.5 or latest, an API based application or its upgraded version as and when advised by IHMCL shall be the responsibility of the Contractor. The TMS vendor of the concerned toll plaza shall be responsible to provide settlement to the Contractor for any rejection due to non-uploading of ETC transaction, subject to availability of internet connectivity (to be provided by the Contractor) between plaza servers to central server and central server and Acquirer Bank. UPEIDA shall not be responsible for any loss of revenue due to any delay or rejection of ETC FASTag transactions, in any circumstances.

(v) The Contractor shall deploy IT/TMS engineer round the clock at each toll plaza location and shall carry out the preventive and corrective maintenance of all the TMS / HETS system components. The preventive maintenance schedule shall be finalized with mutual consent of the Authority.

(vi) The Contractor shall be responsible to maintain the minimum TMS/ HETS lane equipment spares at both Main Toll Plazas which shall be at least equivalent or more than installed components in 02 Lanes.

(vii) Generator/ Standby Generator for power, has been provided by UPEIDA. Contractor shall be responsible for undertaking routine maintenance and shall be responsible for repair/replacement in case of damage during operations.

(viii) The Contractor shall bear all electricity, water, internet charges for executing the scope of work under the contract, and shall submit proof of payment for all charges against

the same to UPEIDA on a monthly basis.

\* The software used by the Contractor shall be able to provide vehicle crossing details with number of vehicles, type of vehicle, date and time of crossing the plaza etc.

(b) The Authority shall handover the Toll Plaza 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, fuel, consumables like electricity bulbs, water charges etc. The Authority may provide consumables at the time of handing over of the User Fee collection plazas/booths only, thereafter all consumables shall be arranged by the Contractor at its own cost and at the time of taking over the facility by the Authority, if any liability/obligation(s) regarding repair and maintenance and consumables remains unfulfilled by the Contractor, same shall be adjusted by the Authority from Performance Security.

(d) All expenses for printing receipts or passes to be issued to Tolls 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 UPEIDA only) shall be prepared and duly signed by both the parties at the time of handing over or taking over of the Toll Plaza(s). All rental article/equipment 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 Toll 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 there on during the entire period of this Contract and paying punctually electricity and water charges in respect of the Toll Plaza(s)/collection booths as they become due and payable during period of this Contract. However, the electricity and water charges corresponding to areas other than Toll Plaza(s)/collection booths, if any, shall be paid by the Authority. The cost of power supply of street light at PQC Area of Toll plazas shall be borne by the Toll Contractor. The EPC Contractors of the Expressway shall be responsible for maintenance of street light of entire Expressway including PQC area of Toll Plazas. The cost of Power Supply of Street Light of other carriageway areas shall be borne by the Authority. The cost of Fuel, Engine Oil and Filter of DG sets shall be borne by the Toll Contractor.

(h) The Contractor shall make available patrol-cum-safety vehicles at every 50 (fifty) kms stretch on both sides of the Expressway in line with the requirement provided in clause 16.

(i) The repair of the road section at the User Plaza site will be the responsibility of the UPEIDA.

**16. PROVISION FOR PATROL-CUM-SAFETY VEHICLES:**

The Contractor shall provide 12 number of Patrol-cum-Safety Vehicles, to be used for patrolling of the Expressway at all times (24 X 7) throughout the Contract Period. Each Patrol-cum-safety vehicle shall be manned by atleast one driver and 03 trained security personnel at all times. The Patrol-cum-Safety Vehicles shall be conforming to the 'Patrol Vehicle Specifications' of SP:84-2019 and SP:87-2019. The deployment of Patrol-cum-Safety Vehicles shall be at every 50 km on **each side** of the Project Stretch, all along the expressway. It is further clarified that the running cost including operation, fuel and maintenance thereof for all the vehicles deployed by the Contractor as per provisions of this Contract shall be borne by the Contractor. The Contractor shall submit the details of the personnel it intends to deploy on Patrol-cum-Safety Vehicles to UPEIDA immediately upon signing of the Contract. UPEIDA shall have the right to ask for replacement of any such deployed personnel with a notice to the Contractor. In an event, where UPEIDA advises for replacement of any personnel, the Contractor shall replace the said personnel within a period of 10 days from the date of issuance of such notice.

Patrol-cum-Safety Vehicles to be used for patrolling shall have following specifications: -

i	Make of vehicle	As per SP:84-2019 and SP:87-2019
ii	Working Hours	24 hrs. (3 shift), all days including Sundays and holidays
iii	Driver	One driver and 03 trained Security Personnel for each shift (Driver should be a commercial driving license holder).
iv	Minimum Facilities to be provided in the Patrol Vehicle by the Agency	As per SP:84-2019 and SP:87-2019.
V	Minimum Running	The vehicle shall be required to cover minimum distance of 500 km. per day i.e. minimum 5 rounds of one package per day.

**17. 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.

**18. PERFORMANCE SECURITY:**

(a) The successful Bidder shall furnish to the authority Performance Security consisting of a bank guarantee as per the format prescribed by Uttar Pradesh Industrial Development Authority from any Nationalized Indian Bank/State Bank of India or its subsidiaries/IDBI/ICICI/Export Import Bank/Foreign Bank with counter guarantee from any Nationalized Indian Bank or State Bank of India or its subsidiaries/any RBI approved Scheduled Commercial Bank having Net Worth of more than Rs. 500 Crore (Rupees Five Hundred Crores) from its Indian Operations for Rs. [.....] (an amount equal to one (1) month

agreed Revenue share), valid for a period of 30 (Thirty) 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. In case, UPEIDA decides to extend the Contract beyond the initial period of 02 (Two) years, the Performance Security shall be extended forthwith by the Contractor up to the end of the extended period plus 6 (six) months.

(b) The said Performance Security including the Bid 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 within 90 days after settlement of all the accounts by the Contractor and upon issuance of no due certificate by the Authority. No Dues Certificate shall be issued not later and within 7 days after settlement of accounts.

(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.

(ii) The Contractor undertakes that, in case of any default on its part to perform and observe any of the covenants, conditions or provisions contained in this Contract, it shall be lawful for the 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) The amounts lying with the Authority towards the Performance Security shall not be adjusted towards instalments due to the Authority from the Contractor including the instalment for the last month of the Contract Period.

## **19. 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) month's agreed Revenue Share 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.



**20. PENALTY FOR FAILURE TO PAY INSTALMENTS:**

In case of delay in remittance of the agreed amount of the weekly instalment due under this Contract to the Authority beyond the fixed day (as per clause 8, of SECTION – II), the Authority shall levy penalty @ 0.2% per day for initial one month delay and @ 0.5% per day for further delay beyond one month. Such right would, inter-alia, include unconditional right of the Authority to terminate the Contract forthwith, without assigning any reasons whatsoever and take over possession of the Toll Plaza(s) for User Fee collection in any manner the Authority may deem fit. The penalty so levied shall be recovered from the performance guarantee which shall be replenished by the contractor within 10 days from the date of such recovery failing which the contract is liable to be terminated.

**21. PENALTY FOR FAILURE TO COMPLY ANY OF THE OBLIGATIONS SPECIFIED IN CLAUSE 24 OF THE CONTRACT:**

In case of non-compliance of any of the obligations specified in Clause 24(a) to (g), the Authority shall levy penalty @ Rs.1.0 lakh per default per month except for Clause-24(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 24 (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 36 (2) of this contract. Before levy of penalty under this clause the contractor shall be given a reasonable opportunity to rectify the default. The decision of the Authority concerned or his authorized representative to levy the penalty under this clause shall be final and binding. The penalty so levied shall be recovered from the performance guarantee which shall be replenished by the contractor within 10 days from the date of such recovery failing which the contract is liable to be terminated.

**22. OPERATIONAL TRANSPARENCY:**

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

**23. AUTHORISED REPRESENTATIVE OF THE AUTHORITY:**

(a) The Authority has designated (to be authorised), UPEIDA PIU / CMU Lucknow 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 Tolls of Expressway.

(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.

## **24. OBLIGATIONS OF THE CONTRACTOR:**

(a) The Contractor undertakes the responsibility of the complete job of User Fee collection, maintenance of all records, maintenance of User Fee collection account, maintenance of vehicle type wise Traffic Data on shift to shift basis, maintaining the cleanliness of Toll Plazas/User Fee collection booths and surrounding area etc. and any other duty as may be assigned by the Authority from time to time.

(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 Tolls 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 24 (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) deleted.

(g) The contractor also agrees to abide by the requirement of clause 12 clause 13 and clause 16 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 Tolls, 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 Tolls. A placard shall be placed at all User Booths in the format enclosed at **Schedule-IX** for information of the road Tolls. 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 newspaper asking the road Tolls to approach User Plaza Office for getting back the change by returning namkeen/coffee/wafer packets by showing the User Fee payment receipt.

## **25. 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 Tolls, 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 Toll 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 Toll Plaza(s);and
- ix) Any other check or control as considered appropriate by the Authority including through its authorized representative.

## **26. 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 Tolls opt to access/ travel through the existing alternate free User Fee (toll) roads due to deteriorated road conditions/ maintenance of road section. This may result into bypassing of Toll Plaza/ User Fee

Collection Booths and use of any part of the said Expressway by the Tolls.

**(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:

- a. Publicly declared strike by registered and recognised association of Transporters exceeding 7 days. The date of going on strike and withdrawal or start of movement of traffic will be inclusive for the purpose of calculation of 7 days under this clause.
- b. Floods/Earthquake/pandemic/epidemic having materially adverse impact i.e. complete blockade of road.
- c. Act of war, invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, blockade, embargo, revolution, riot, sabotage, terrorism or act of such threat, or any other political or social event having material adverse impact on the performance of obligations of the parties thereof.
- d. Expropriation, acquisition, confiscation or nationalization of the User Fee collection
- e. Any change in law which has a material adverse effect on the obligation of the parties hereto.
- f. Any decision or order of a court or tribunal, which has a material adverse effect on the performance of obligations of the parties to this Contract.
- g. Suspension of traffic on the said Expressway or any part thereof, exceeding 15 (fifteen) days at a stretch.
- h. Any event or circumstances of a nature analogous to the fore going.

Either party to this Contract shall be entitled to suspend or excuse performance of his obligations, including remittance of instalments by the Contractor to the Authority for the period of continuance of the Force Majeure event, under this Contract to the extent that such performance is impeded by an event of Force Majeure prevailing continuously for more than 7 (seven) days at a time (or continuously for more than 3 (three) days at a time in case of no User Fee collection at all at the User plaza) for reasons not attributable to the Contractor. Besides above, the Authority shall also consider reimbursement of administrative expenses, for the period of Force Majeure, calculated on the basis of 7% of agreed daily remittance multiplied by number of days of accepted Force Majeure event.

**(c) PROCEDURE FOR FORCE MAJEURE:**

**(i) NOTICE:**

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



(2) The Party receiving the claim for relief under Force Majeure shall, if wishes to dispute the claim, give a written notice of the dispute to the Party making the claim within 30 days of receiving the notice of claim.

**(ii) CONSULTATION AND DUTY TO MITIGATE:**

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

(2) The Party affected by Force Majeure shall keep the other Party informed of such efforts to remedy and make reasonable efforts to mitigate on a continuous basis and shall provide written notice of the resumption of performance here under.

(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 average collection per day, arrived based on the agreed weekly remittance. The difference in collection per day during force majeure and average amount of collection per day, arrived based on the agreed weekly remittance multiplied by number of days of force majeure will be payable to the contractor.

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

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

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

**27. MATTERS NON-ARBITRABLE:**

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

shall be final.

**28. ARBITRATION:**

(a) All disputes and/or difference except those which are mentioned in the matters non-arbitral under Clause 27 above arising between the parties out of this Contract shall be settled by Arbitration under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The CEO of the Authority or his nominee shall be the sole Arbitrator. The award made and published in pursuance of such Arbitration proceedings shall be final and binding on both the parties.

(b) The proceedings of the Arbitration shall be held in English language and shall be held at such place as may be decided by the CEO of the Authority or his nominee. The award of the Arbitration shall be final and binding on both the parties to the Contract.

(c) Pending resolution of any dispute pursuant to Arbitration, under all circumstances the Contractor shall continue to 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.

(d) The contract Agreement shall be governed by and construed in accordance with the laws of Uttar Pradesh and the Courts at Lucknow shall have the exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the contract Agreement

**29. SEVERABILITY:**

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

**30. BREACH:**

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

**31. WAIVER:**

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

**32. ASSIGNMENT:**

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

**33. DEATH/WINDING UP:**

If the Contractor being a Proprietary firm declared as insolvent or commit any act of insolvency or a partnership firm is dissolved or insolvent or commits any act of insolvency or being a Cooperative Society/a Limited Company is ordered to wind up by any Court of Law

or makes arrangements with its creditors to wind up, the Contract shall forthwith stand terminated without prejudice to any other rights or remedies of the Authority under this Contract.

#### **34. ABANDONMENT:**

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

#### **35. INDEMNITY:**

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

#### **36. TERMINATION:**

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

(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 Toll, or for harassment of any Toll.

(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 timeframe.

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

Within 30 days of taking over the User plaza, if the Contractor feels that he has committed an error in assessing the realizable User Fee at the User 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 User

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 User 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 inter-alia 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 User 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 User plaza to the new agency. For avoidance of doubt, UPEIDA 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 User plaza to the new agency.

The existing Contractor is also eligible to Bid at the time of selection of new agency by UPEIDA, 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 User 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 27 of Agreement

### **37. DECISION OF AUTHORITY: FINAL AND BINDING**

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

### **38. INTEGRATED CONTRACT:**

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

### **39. STAMPING AND ENGROSSING:**

Within 28 (twenty-eight) days from the date of signing this Contract or within such period as provided by the law applicable whichever is shorter, the Contractor shall have the Contract engrossed, have the correct Stamp Duty as adjudicated by the Inspector General of Registrations, Uttar Pradesh and applicable registration fee paid, and return the same duly signed, executed and registered 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 UPEIDA HQ at Lucknow.

For the purpose of bidding, the bidder may consider the rate of stamp duty as 4% on the total contract value of total contract period. In Case if the Stamp Duty is adjudicated more than 4% by the concerned Authority/Inspector General of Registrations, Lucknow, then the additional Stamp



Duty shall be paid by the Authority. However, in Case the Stamp Duty is adjudicated less than 4% by the concerned Authority/Inspector General of Registrations, Lucknow, then in that case, the difference in amount i.e. the amount by which the Stamp Duty is less than 4%, shall be remitted by the Contractor to the Authority.

Further, if the Contractor fails to get the Contract engrossed, have the correct Stamp Duty as adjudicated by the Inspector General of Registrations, Uttar Pradesh and applicable registration fee paid, and return the same duly signed and executed to the Authority, within the stipulated time, the Performance Security shall be encashed for the amount equal to the amount of stamp duty and registration fee along with interest @ 9.5% per annum for the delayed period. The Contractor shall be required to refurbish the Performance Security with the amount thus encashed by the Authority. The amount so encashed shall be refunded to the contractor only after their depositing the required Stamp Duty, Registration Fee and interest with the Concerned Authority and refurbishing the Performance Security.

#### **40. AMENDMENT:**

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

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

**For and on behalf of the Uttar Pradesh  
Expressways Industrial Development  
Authority (UPEIDA):**

**For and on behalf of M/s Coral Associates -  
Shiva Corporation Joint Venture Private  
Limited :**

(Signature)

**Name:**

**Designation:**

**Place: Lucknow**

Signature)

**Name:**

**Designation:**

**Place: Lucknow**

#### **In the Presence of :**

(Signature)

**Name:**

**Address:**

**Place: Lucknow**

Signature)

**Name:**

**Designation:**

**Place: Lucknow**

**ATTACHMENT- II**  
**Supplementary Agreement**

This Agreement is made and signed at Lucknow on this .....<sup>th</sup> day of ---- 2026 (“**Effective Date**”)

between

“**Uttar Pradesh Expressways Industrial Development Authority**” (UPEIDA), an “Authority set up by Government of Uttar Pradesh under UP Industrial Area Development Act 1976”, having its office at “5th Floor, A-Block, PICUP Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow – 226010, Uttar Pradesh” hereinafter called the “**UPEIDA**”, **party of First Part;**

**And**

....., a company incorporated in India under the Indian Companies Act, 1956 and having its registered office at ....., **CIN: .....** hereinafter called the “.....”, **party of Second Part.**

**UPEIDA and .....** shall individually be referred to as a “**Party**” and collectively as the “**Parties**”.

**WHEREAS**

A. **UPEIDA**, an authority set up by Government of Uttar Pradesh under UP Industrial Area Development Act 1976, represented by its Chairman & Chief Executive Officer and having its principal office at “5th Floor, A-Block, PICUP Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow – 226010, Uttar Pradesh”. UPEIDA has successfully constructed Bundelkhand Expressway access controlled Expressway and is under process of developing other Greenfield Expressways in the State of Uttar Pradesh.

B. ...., a company incorporated in India under the Indian Companies Act, 1956/2013 and having its registered office at ....., is engaged in the business of Toll Collection through tenders from various Agencies.

- C. **Indian Highways Management Company Limited (IHMCL)**, a subsidiary of National Highways Authority of India (NHAI), has been mandated to implement interoperable Electronic Toll Collection (ETC) system in the country by NHAI. IHMCL has released Scheme Guidelines for Inclusion of State / City Toll Plazas under National Electronic Toll Collection (NETC) Programme (hereinafter called “Scheme Guidelines”), vide Policy Circular dated 10 January, 2019 and its amendments from time to time. A copy of these guidelines is attached hereto as a part of this Supplementary Agreement. FASTag is registered trademark of IHMCL.
- D. **National Payments Corporation of India (NPCI)** is an umbrella organization for all retail payment systems in India and has been incorporated for implementation & integration of electronic payment systems in the country and is owning, operating and managing various payment systems such as National Electronic Toll Collection (NETC), National Financial Switch (NFS), Immediate Mobile Payment Service (IMPS) RuPay Card Payment Service, CTS, BBPS, UPI, NACH and AEPS etc.
- E. **UPEIDA** has assigned the work of toll collection at Bundelkhand Expressway to ..... under the terms and conditions as agreed upon between the two parties as defined in the Agreement executed between the two parties on ..... 2024 at Lucknow.
- F. **UPEIDA and .....** intend to promote and implement the electronic toll collection also on Bundelkhand Expressway in the State of Uttar Pradesh for which both the parties are desirous to avail the National Electronic Toll Collection (NETC) service of IHMCL.
- G. **UPEIDA and IHMCL** have entered into an Agreement to avail the National Electronic Toll Collection (NETC) service of IHMCL. This Agreement defines the scope of work, broader terms and conditions and the roles and responsibilities of **UPEIDA** and **IHMCL** relating to the NETC services.
- H. As the actual operations at the ground level relating to the NETC shall be done by ..... on behalf of **UPEIDA**, during the period of contract awarded to them for toll collection on

Bundelkhand Expressway, both the parties namely **UPEIDA** and ..... have agreed to execute this Supplementary Agreement so as to define the scope of work, broader terms and conditions and the roles and responsibilities of **UPEIDA** and ..... relating to the NETC services being taken from **IHMCL**.

I. This Agreement shall be considered as forming a part of the original Agreement signed between **UPEIDA** and ..... as referred to at sub-para C. above for the limited purpose of NETC services.

**NOW THIS AGREEMENT WITNESSES AS UNDER:**

**1. SCOPE of Agreement:**

**UPEIDA** and ..... will work together to implement the electronic toll collection through FASTag under NETC services at the toll plazas of Bundelkhand Expressway of UPEIDA.

**2. ROLES AND RESPONSIBILITIES OF UPEIDA AND .....**

2.1 **UPEIDA** would undertake to comply with the legal requirements of **IHMCL** while ..... would undertake all work relating to the maintenance, repairs and upgradation of infrastructure for NETC and FASTag and also bear all financial obligations arising out of this work. .... would also incur all recurring costs of maintaining the NETC services in place during the currency of the contract.

2.2 **Procedural** guidelines for implementation of NETC FASTag program for UPEIDA toll plazas as per the requirement shall be finalised between UPEIDA and **IHMCL**. The same shall be adhered to by ..... in totality.

2.3 NPCI shall perform clearing and settlement of NETC transactions; provide platform for dispute resolution and MIS and reports as required; ensure to support UPEIDA, Issuer Bank and Acquirer Bank to process & settle the disputes raised by Issuer Bank and Acquirer Bank on NETC transaction and such other specific roles and responsibilities as may be envisaged. .... shall abide by the requirements of NPCI in this regard on advice from UPEIDA or otherwise and honour any disputes received in relation to NETC services.



2.4 **UPEIDA** will have the ownership of all the data and information about all kind of transactions happened at toll plazas of UPEIDA under NETC service as received from IHMCL / NPCI or otherwise.

2.5 ..... shall have separate cell for handling queries and issues related to FASTag Operation.

2.6 ..... shall make necessary arrangements with the Issuer Banks for unabated issuance of FASTag at all the toll plazas where NETC system is to be made operational.

2.7 ..... shall arrange to display the signages relating to NETC as per the standards laid down by IHMCL, at all the toll plazas where NETC system is to be made operational.

2.8 ..... shall have Information Technology (IT) cell or IT Solution Provider for data processing purpose; wherever necessary, **UPEIDA** shall ensure facilitation of all necessary support from IHMCL to such Information Technology (IT) cell or the IT Solution Provider.

2.9 API based online transaction processing shall be implemented as soon as possible at the UPEIDA toll plaza and required technological up-gradation shall be implemented/adopted by UPEIDA and ..... as per the guidelines of IHMCL. .... shall implement all such technological up-gradation at its own cost.

2.10 **UPEIDA** may conduct meetings with IHMCL / NPCI and banks involved in National Electronic Toll Collection (NETC) program on regular intervals where ..... shall have to participate at its own cost.

2.11 **UPEIDA** and ..... shall coordinate among themselves regarding all toll plaza operational and payment related concerns and chargebacks and revenue losses.

2.12 ..... shall nominate a Point of Contact (POC) person to coordinate with UPEIDA and, if necessary, with IHMCL / NPCI for day-to-day operations.

2.13 ..... would enter into an arrangement with one Acquirer Bank to collect the electronic toll proceeds on its behalf which would be credited to their account with the Acquirer Bank on T+1 Day basis. The SLA parameters defined for NETC Programme by

IHMCL, as applicable, shall be required to be abided by the Acquirer Bank. All expenses relating to the services of Acquirer Bank shall be borne by .....

2.14 The NETC system requires certain infrastructure to be installed at the toll plaza as per the specifications of IHMCL. .... would identify and list out as to what infrastructure had already been placed by UPEIDA so far that could be used for NETC purposes. The balance of such infrastructure if any would be set up by ..... at its own cost in consultation with IHMCL; such infrastructure created by ..... shall remain the property of ..... unless an otherwise decision is taken with mutual consent. .... shall maintain separate inventory of the infrastructure items provided by UPEIDA as also those set up by it at its own cost. However, ..... shall be responsible for maintenance, repairs and up-gradation etc of entire infrastructure required for NETC so as to keep such infrastructure in operational condition during the contract period.

2.15 Some software development work would also be necessary to integrate the toll collection with NETC system. .... shall also develop software and system required for NETC services and FASTag at its own cost as per the guidelines of IHMCL / NPCI.

2.16 Service Fees/Programme Management Fees as mentioned in the Scheme Guidelines of IHMCL (vide their circular dated 10 January 2019, a copy of which is attached hereto) or any amendments thereto from time to time, shall be borne by .....

2.17 ..... would also maintain and manage the manpower required for the purpose of implementation of various covenants of MOU / Agreement between UPEIDA and IHMCL for NETC.

2.18 ..... shall, in respect of the NETC Services, provide all such assistance as may be required by the UPEIDA & IHMCL, from time to time, and furnish to the UPEIDA all such information as may be required by the UPEIDA, from time to time.

3. CONFIDENTIALITY

3.1 “Confidential Information” shall mean and include any data and information disclosed by either Party (the “Disclosing Party”) to the other Party (the “Receiving Party”) pursuant to

this Agreement and designated as confidential either verbally or in writing. For avoidance of doubt, any pricing or other information or the terms, existence and information in this Agreement are confidential. For the purpose of this clause, any information which is verbally conveyed as being confidential in nature, shall be reduced in writing within 7 working days of such oral disclosure by specifically indicating it as confidential.

**3.2** The Receiving Party shall maintain and keep secret and not disclose the Confidential Information to any third party without prior written consent of the Disclosing Party, and the Receiving Party shall use such Confidential Information solely for the purpose of performing its obligations under this Agreement. The Receiving Party shall not exploit commercially any Confidential Information of the Disclosing Party other than pursuant to this Agreement.

**3.3** Confidential Information will not be deemed to include the information(s) by a Party where it can demonstrate and document that such information is or subsequently has come into the public domain other than by breach of this Agreement; or was lawfully known by the Party prior to disclosure to it by the other Party; or lawfully received from a third party; or that can be documented as independently developed by a Party without use of any portion of the other Party’s Confidential Information or is required to be disclosed by a Party under a legal requirement.

**3.4** The Parties agree that they may disclose the Confidential Information to another third party, strictly on “need to know” basis provided that:

- a. Such third party signs a similar confidentiality undertaking with UPEIDA and .....
- b. UPEIDA and/or ..... has acquired written consent from each other prior to any disclosure to a vendor or consultant.

**3.5** Upon termination of this Agreement, the Receiving Party shall ensure to return all confidential information provided to the Receiving Party by the Disclosing Party.

**3.6** The terms of the clause 3 shall survive for the period of 5 years upon termination of this

Agreement.

**3.7** If either party provides the other party with any third party information or materials, it will ensure that it has the requisite rights, authorizations, or agreements in place to enable the other party to access and use such information pursuant to this Agreement. Either party shall be and remain entirely responsible for such third parties and any information or materials provided by them.

#### **4. TERM AND TERMINATION**

This Agreement shall be effective as of the “Effective Date” above mentioned, and shall be valid for the period till the currency of the Original Agreement of toll collection on Bundelkhand Expressway between UPEIDA and ....., unless terminated by any Party by providing 30 days’ notice in writing.

#### **5. GENERAL PROVISIONS**

**5.1 Adherence to Law:** Officials of both parties who are involved in any activities under this Agreement shall adhere to the laws of India and applicable rules, regulations and procedures.

**5.2 Amendment:** No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by duly authorized representatives of the Parties. Such amendment would be integral part of this Agreement and shall be read in conjunction with this Agreement.

**5.3 No Changes:** It is agreed by the Parties that no variance in NETC and/or any of the existing and/or future products of IHMCL shall be carried out by any party without consultation / seeking approval from IHMCL. The Parties further agree that no product shall be developed / introduced, which are similar / descriptively similar to the existing products and/or future products of IHMCL in regard to electronic toll collection.

**5.4** Any issues arising in future as a part of implementation of this agreement that are not covered in this agreement, shall be settled between the two parties by mutual consultation and implemented accordingly.



**5.5 Notices:** All notices, demands, and other communications hereunder shall be in writing, and shall be deemed as given to the other Party when delivered by personal delivery, e-mail, registered post with acknowledgement due, or messenger or courier services with proof of delivery. All notices under this Agreement shall be given by the Parties at the addresses of the other Party

aforementioned in this Agreement and either Party may by notice in writing, change their address for this purpose.

**5.6 Damages:** This Agreement reflects the intention and discharge of responsibilities of the Parties in connection with the arrangements contemplated hereby; however, this Agreement will have no other consequences against either party in terms of damages or other claims arising out of or in connection with this Agreement. ...., being responsible for the work relating to toll collection on Bundelkhand Expressway, hereby indemnifies UPEIDA against all financial implications arising out of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and delivered by their duly authorized representatives on the date written above.

<div>Signed _____</div> <div>(            )</div> <div>Authorized Signatory</div> <div>xxxxxxxxxxxxxxxxxxxxxxxxxx</div>	<div>Signed _____</div> <div>(            )</div> <div>Additional Chief Executive Officer,</div> <div>Uttar Pradesh Expressways Industrial</div> <div>Development Authority ( UPEIDA)</div>
-------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**Witness :**

1. \_\_\_\_\_
2. \_\_\_\_\_

**ATTACHMENT- III**

**Restriction on public procurement from bidders of neighboring countries:-**

F.No.6/18/2019-PPD  
Ministry of Finance  
Department of Expenditure  
Public Procurement Division

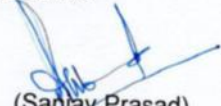
161, North Block,  
New Delhi  
23rd July, 2020

**Office Memorandum**

**Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017**

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

*Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.*

  
(Sanjay Prasad)  
Joint Secretary (PPD)  
Email ID: [js.pfc2.doe@gov.in](mailto:js.pfc2.doe@gov.in)  
Telephone: 011-23093882

To,  
(1) Secretaries of All Ministries/ Departments of Government of India  
(2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi



F.No.6/18/2019-PPD  
Ministry of Finance  
Department of Expenditure  
Public Procurement Division

161, North Block,  
New Delhi  
23rd July, 2020

**Order (Public Procurement No. 1)**

**Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017**

Attention is invited to this office OM no. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

**Requirement of registration**

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

**Transitional cases**

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
  - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed:* No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.
  - b) *If the tendering process has crossed the first exclusionary qualificatory stage:* If the qualified bidders include bidders from such countries, the

3/12

entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

#### Incorporation in tender conditions

4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

#### Applicability

5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
- a. to all Autonomous Bodies;
  - b. to public sector banks and public sector financial institutions; and
  - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
  - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
  - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

#### Definitions

6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

3/12



- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose *beneficial owner* is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.  
Explanation—
  - a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
  - b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;
- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

4/12

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

#### Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

#### Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

#### Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

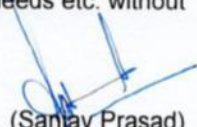
#### Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

5/12

Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.

  
(Sanjay Prasad)  
Joint Secretary (PPD)  
Email ID: [js.pfc2.doe@gov.in](mailto:js.pfc2.doe@gov.in)  
Telephone: 011-23093882

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

6/12



**Annex I: Competent Authority and Procedure for Registration**

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)\*.
- B. The Registration Committee shall have the following members\*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
  - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
  - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur\*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.**

7/12



- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

## [\*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

8/12

**Annex II: Special Cases**

- A. Till 31<sup>st</sup> December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

9/12

**Annex III****Model Clause /Certificate to be inserted in tenders etc.**

*(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)*

**Model Clauses for Tenders**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose *beneficial owner* is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

    - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

10/12



- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

*"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."*

Model Certificate for Tenders

*"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the*

"/s/



*Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"*

**Model Certificate for Tenders for Works involving possibility of sub-contracting**

*"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"*

**Model Certificate for GeM:**

*"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"*

12/12

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**ATTACHMENT-IV****Vehicle wise Traffic Data of Bundelkhand Expressway from 01.01.2024 to 19.05.2026****Entry Traffic Detail Report of Bundelkhand Expressway From 01-Jan-2024 to 19-May-2026**From Date Time : 01-Jan-2024 00:00:00  
Generated By : toll360

To Date Time : 19-May-2026 23:59:59

Sl. No.	Month	Auto/2-Wheeler/Tractor	Car/Jeep/Van	LCV/LGV/Mini Bus	Bus/Truck 2 Axle	MAV (3-6 Axle)	OSV	Violation	Exemption	Total Count
1	JAN- 2024	22356	98338	10389	24075	139723	77	3252	21583	298210
2	FEB- 2024	36721	113952	10613	24854	148966	101	3764	21781	338971
3	MAR- 2024	42516	124857	12031	28656	149184	77	4425	22304	361746
4	APR- 2024	43537	123230	10727	26516	144402	76	4600	21234	353088
5	MAY- 2024	40790	111241	10939	27992	145358	47	9502	24418	345869
6	JUN- 2024	38050	115565	11786	26305	159825	34	7407	23270	358972
7	JUL- 2024	50046	120806	9869	21470	79153	42	5888	25111	287274
8	AUG- 2024	55588	116012	9162	21276	85572	39	3136	23072	290785
9	SEP- 2024	47170	107869	9317	22784	91205	119	3844	22832	282308
10	OCT- 2024	56201	124079	10486	25166	113512	2394	4561	23735	336399
11	NOV- 2024	48737	148034	9712	24803	108304	1475	3751	23781	344816
12	DEC- 2024	35632	136093	9983	23752	122294	969	2879	23146	331602
13	JAN- 2025	28949	206115	12607	31924	116962	1539	3691	24009	401787
14	FEB- 2025	45650	476095	16983	44664	110519	1561	5308	30454	700780
15	MAR- 2025	47843	142523	10067	26936	115115	2015	3256	21312	347755
16	APR- 2025	43816	138167	9762	24438	110633	1624	3582	21560	332022
17	MAY- 2025	56426	155091	10587	25765	113869	144	4026	22429	365908
18	JUN- 2025	51365	151662	9882	24222	113182	142	4359	21951	354814
19	JUL- 2025	54073	137083	8764	21857	77840	132	2914	21679	302663
20	AUG- 2025	64973	145387	8946	23049	81873	152	3058	20953	327438
21	SEP- 2025	49173	122936	8385	21584	90331	122	2380	19306	294911
22	OCT- 2025	56422	146194	8791	21558	83447	84	3387	20608	319883
23	NOV- 2025	45589	156420	9131	23755	97754	76	3989	21418	336714
24	DEC- 2025	31558	144341	8977	22553	104090	65	3188	21075	314772
25	JAN- 2026	34168	142618	8451	23484	98976	70	1635	21521	309402
26	FEB- 2026	56621	174008	9642	25723	92566	64	2144	23373	360768
27	MAR- 2026	57902	166123	9926	25786	105331	58	2582	23291	367708
28	APR- 2026	47820	154668	9164	21717	101742	60	2848	23233	338019
29	MAY- 2026	37073	106323	6104	14942	64466	97	1531	14962	230536

\* Variation-Calculation is based on Per day Average Traffic.

\* Commercial operation s tart date 27th July 2023 00:00.