

**AGENDA**

**FOR**

**47<sup>TH</sup> MEETING**

**OF**

**BOARD OF DIRECTORS**

**OF**

**HARYANA STATE ROADS AND BRIDGES  
DEVELOPMENT CORPORATION LTD.**

**DAY : MONDAY**  
**DATE : 26.03.2012**  
**TIME : 1.00 PM**

**IN THE OFFICE OF FCPW, HARYANA,  
CIVIL SECRETARIAT, ROOM NO. 41,  
7<sup>TH</sup> FLOOR, CHANDIGARH**

## INDEX

ITEM NO.	ITEM	PAGE NO.
47.01	LEAVE OF ABSENCE	1
47.02	TO CONFIRM THE MINUTES OF 46 <sup>TH</sup> MEETING OF THE BOARD OF DIRECTORS.	2-8
47.03	FOLLOW UP ACTIONS ON THE DECISIONS TAKEN IN THE PREVIOUS MEETING OF BOARD OF DIRECTORS HELD ON 21.12.2011	9-27
47.04	TO TAKE NOTE OF THE STATUS OF THE ACTIVITIES OF ON GOING WORKS.	28-56
47.05	TO TAKE NOTE OF THE STATUS OF COURT CASES	57-58
47.06	TO TAKE NOTE OF THE STATUS OF INCOME TAX CASES.	59-61
47.07	APPROVAL OF BID DOCUMENT FOR APPOINTMENT OF ENTERPRENEOURS FOR COLLECTION OF TOLL AT VARIOUS TOLL POINTS.	62-124
47.08	TO TAKE NOTE OF THE DEPLOYMENT OF EMPLOYEES ON CONTRACT BASIS IN HSRDC.	125-126
47.09	TO CONSIDER & APPROVE THE RE-APPOINTMENT OF M/S MEHNDROO & CO. CHARTERED ACCOUNTANTS AS ACCOUNTS CONSULTANT.	127-129
47.10	TO TAKE NOTE OF THE INTERNAL AUDIT REPORT FOR THE FINANCIAL YEAR 2010-11 AND THE 1 <sup>ST</sup> AND 2 <sup>ND</sup> QUARTER FROM 01.04.2011 TO 30.09.2011.	130
47.11	TO RATIFY THE PAYMENT OF MOBILE PHONE CHARGES TO THE DRIVERS.	131
47.12	ANY OTHER ITEM WITH THE PERMISSION OF THE CHAIR	-

**AGENDA ITEM NO. 47.01**

**LEAVE OF ABSENCE**

Leave of absence may be granted to the Directors who have shown their inability to attend the meeting.

<b>Sr. No.</b>	<b>Name</b>	<b>Designation</b>	<b>Present / Absent</b>
1.	Sh. S.C.Choudhary, IAS	Chairman	
2.	Sh. Harinder Kumar, IRS	Director	
3.	Sh. Mahesh Kumar, EIC	Managing Director	
4.	Sh. A. K. Jain, CE	Executive Director	

**AGENDA ITEM NO. 47.02**

**TO CONFIRM THE MINUTES OF 46<sup>TH</sup> MEETING OF THE BOARD OF DIRECTORS.**

Minutes of the 46<sup>th</sup> meeting of the Board of Directors of the Corporation held on 21.12.2011 are enclosed. The Board is requested to confirm the same and pass the following resolution:-

**“RESOLVED THAT the minutes of the 46<sup>th</sup> meetings of the Board of Directors held on 21.12.2011 be and are hereby approved and confirmed.”**

**MINUTES OF 46<sup>TH</sup> MEETING OF BOARD OF DIRECTORS OF HARYANA STATE  
ROADS & BRIDGES DEVELOPMENT CORPORATION LIMITED HELD ON  
21.12.2011 AT 1.00 PM IN THE OFFICE OF FINANCIAL COMMISSIONER &  
PRINCIPAL SECRETARY TO GOVT. OF HARYANA, P.W.D. (B & R).**

**Present: -**

1. Sh. S.C. Choudhary, IAS (Chairman)  
Financial Commissioner & Principal Secretary to  
Govt. of Haryana, Public Works (B&R) Department.
2. Sh. Mahesa Kumar, (Managing Director)  
Engineer-in-Chief,  
Haryana PWD (B&R) Deptt.
3. Sh. A.K. Jain, (Executive Director)  
Chief Engineer,  
Haryana PWD (B&R) Deptt.
4. Sh. Dharna Pal,  
Under Secretary (Finance)  
Representative of Mr. Harinder Kumar, IRS.

**ITEM NO 46.01**

**LEAVE OF ABSENCE**

The Board granted leave of absence to Mr. Harinder Kumar, IRS, Director who could not attend the meeting due to his pre-occupation.

**ITEM NO 46.02**

**TO CONFIRM THE MINUTES OF 45<sup>TH</sup> MEETING OF THE BOARD OF DIRECTORS.**

Minutes of the 45<sup>th</sup> meeting of the Board of Directors of the Corporation held on 30.09.2011 as circulated to members of the Board was considered and confirmed. The Board passed the following resolution:

**"RESOLVED THAT the minutes of the 45<sup>th</sup> meeting of the Board of Directors held on 30.09.2011 be and are hereby approved and confirmed."**

**ITEM NO. 46.03**

**FOLLOW UP ACTIONS ON THE DECISIONS TAKEN IN THE PREVIOUS MEETINGS OF BOARD OF DIRECTORS HELD ON 30.09.2011.**

The Board took note of the actions taken on the decisions of the previous meeting of the Board of Directors held on 30.09.2011. While taking note of the action taken on following items:

**No.45.03 (43.13)** The Board desired to submit proposal for finalizing the fee structure for advocates within one month i.e. by 21<sup>st</sup> January 2012 for defending the arbitration and court cases after getting the information from HUDA and HSIIDC. The Board also desired that the matter be discussed with the Advocate General, Haryana by Executive Director, HDRDC before finalizing the proposal.

**No. 45.03 (43.14)** w.r.t. continuing the service of the Computer Operators, the Board desired that Mr. A.K.Jain, Executive Director would meet the Managing Director of HARTROM within 15 days for seeking the clarification. The matter be put up on file within 30 days.

**No. 45.03 (43.18)** w.r.t. monthly reports of CCTV Cameras, the Board decided that 7 days time i.e upto 28.12.2011 be given to the in-charge SE / PWD B&R, EE / PWD B&R or DGMs / HSRDC concerned for submitting their checking reports of CCTV cameras and thereafter, the disciplinary actions be initiated to those who fail to submit their reports within the stipulated period.

**No. 45.03 (44.03)** w.r.t. non levy of Stamp Duty on toll agreements, the Board desired that the advocate be consulted whether any processing fees is to be deposited with the court for service of notice.

**No. 45.08** w.r.t. request for early hearing of Income Tax cases, the Board desired the Chartered Accountant to check whether there is any provision under Income Tax Act, which directs the Tribunal for fixing the early date of hearing on the request of assesses. For all dates of hearing issues have to be examined on file.

**No. 45.09** The Board was informed that the case has been moved for approval of the Hon'ble Chief Minister vide UO No. 9/AC/HSRDC dated 13.12.2011.

**No. 45.12** w.r.t. repayment of surplus funds to the State Govt., the Board desired the Executive Director to initiate case for Govt. approval for making the pre-payment to HUDCO instead of State Govt. in order to save the interest burden on the borrowings, if there is no pre-payment charges.

**No. 45.16.01.** It was brought to the notice of the Board that L1, L2, L3 comparison for all road works has been completed. There are issues in 2 cases of Gurgaon Nuh Alwar Road and of Jhajjar Dhaur Beri Road, Dighal Beri Jahazgali Road and Bahadurgarh Chhara Dujana Beri Kalanaur Road where L2 is becoming L1. One case is under examination of the Committee of three Chief Engineers, both cases shall be examined on file by HSRDC by

15.1.2012. The Board desired to work out such details in respect of ROB and building works also by 31.01.2012 and put up on file.

**No. 45.16.02.**

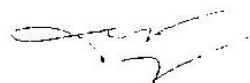
- a) It was brought to the notice of the Board that the matter was discussed in the 4<sup>th</sup> meeting of NCRPB held on 18.11.2011 under the Chairmanship of Secretary, Urban Development, Govt of India. It was decided to send the reply received from HSRDC to ADB for their consideration. This information is to be sent by NCRPB, hence, no action is required to be taken by HSRDC.
- b) Board also noticed that contract conditions as adopted in PWD (B&R) in bidding document are being implemented by HSRDC also.
- c) It was also decided that the detailed estimate of all ongoing works be examined & technical sanction be issued and a statement be put up on file, also board be apprised in next Board Meeting.

**ITEM NO. 46.04**

**TO TAKE NOTE OF THE STATUS OF THE ACTIVITIES OF ON GOING WORKS.**

The Board took note of the status of the activities of all the projects being executed by the Corporation. While taking note of the status of the works under NCRPB, the Board desired all DGMs except the DGM, Rohtak to submit the completion certificates by 31/12/2011 and the DGM, Rohtak to submit the completion certificate by 15/01/2012. The Board took serious note of the bad condition of two roads, viz. D.I. Road (Rampur) to Kota Khandewala Via Naurangpur Road from RD 0 to 6.970 (ODR) and Wazirpur to Farrukh Nagar Road From Rd 0 to 8.20 (ODR). For this purposes, the Board constituted the Committee of Sh. A.K.Jain, Executive Director and Sh. Mahabir Singh, Chief Engineer to assess the damages of both roads and suggest the remedial measures. The Board desired that the Land acquisition of Jhajjar be monitored very closely because slippage, if any, in the completion of the project would be only due to this sole reason.

The Board desired that the responsibility for maintenance of completed roads works be entrusted to PWD (B & R) whose defect liability period has expired and in case of some of the roads whose defect liability is still in operation, these roads are to be identified to ensure proper repair for which the Executive Director brought out that a Committee of DGM, S.E. and EE has already been constituted. The Board desired that report of all such Committees to submit their report by 31.01.2012 & same be examined on file and to be put by ED HSRDC by 15.02.2012.



**ITEM NO. 46.05**

**TO TAKE NOTE OF THE STATUS OF COURT CASES.**

The Board took note of the status of the Court cases filed by/against the Corporation. While taking note of civil suit filed by the Corporation against the legal heirs of late Sh. Manoj Kumar (deceased contractor of TP-12 and TP-24) for recovery of Rs. 1,92,66,433/- in the court of Civil Sub Judge (S.D.), Chandigarh, the Board desired to put up the case on file w.r.t. matter already taken up with U.P. Govt. requesting them not to allow the legal heirs of late Sh. Manoj Kumar to sell the property of Sh. Manoj Kumar and outcome thereof. While taking note of case of STARRCO v/s State of Haryana, the Board desired that the date-wise status of all the legal cases against those parties from which the Corporation is to recover the amount be put up in the next Board Meeting. The Board further desired the advocate of the Corporation to avail the provisions of substitute service in cases where the notices to the deponents are not possible to be delivered in normal course.

**ITEM NO. 46.06**

**TO TAKE NOTE OF THE STATUS OF INCOME TAX CASES.**

The Board took note of the status of the Income Tax cases. While taking note of the Appeal filed against orders of Non-deduction of TDS (A.Y. 2005-06) with CIT Appeal on dated 15/1/08-Referred to ITO, the Board desired to know against what amount of claim of Income Tax Department earlier, Rs 9,000/- is to be refunded now by the Income Tax Department. The Board further desired that in future, the Chartered Accountant / Accounts Officer of the Corporation to accompany the advocate in all cases and put up the outcome of the same on file after every hearing.

**ITEM NO. 46.07**

**TO TAKE NOTE OF THE DEPLOYMENT OF EMPLOYEES ON CONTRACT BASIS IN HSRDC.**

This item was deferred. In the meanwhile, the Board desired that the Government instructions regarding deployment of employees on contract basis be examined on file on priority. Against Agenda item No 46.07 - Para 3 in respect of Sh. Yash Pal Sheron, the Board decided that fresh contract agreement should not be executed beyond 31.12.2011 and further, for any requirement of Personnel, we should keep only retired officers.



**ITEM NO. 46.08**

**TO RATIFY THE GRANT OF DIWALI GIFT FOR THE YEAR 2010-11.**

The Board ratified the payment of Rs.525/- as Diwali gift for the year 2010-11 to the total no of 84 officers/officials.

**ITEM NO. 46.09**

**TO TAKE NOTE OF THE INTERNAL AUDIT REPORT FOR THE FINANCIAL YEAR 2010-11 AND THE 1<sup>ST</sup> QUARTER FROM 01.04.2011 TO 30.06.2011.**

The Board deferred this item and desired that this item be to be discussed in the presence of Sh. Harinder Kumar, IRS.

**ITEM NO 46.10**

**TO CONSIDER AND APPROVE THE DRAFT DIRECTORS' REPORT.**

The Board considered and approved the draft Directors' Report for the year 2009-10 which was prepared in accordance with the statutory requirements of the Companies Act, 1956 and authorised Sh. Mahesh Kumar, Managing Director and Sh. A.K.Jain, Executive Director to sign the Directors' Report. The Board passed the following resolution:

**"RESOLVED THAT** the draft Directors' Report for the year ending 31st March, 2010 as placed before the Board be and is hereby approved."

**FURTHER RESOLVED THAT** Sh. Mahesh Kumar, Managing Director and Sh. A. K. Jain, Executive Director of the Corporation be and are hereby authorized to sign the Directors' Report on behalf of the Board."

**ITEM NO. 46.11**

**TO CONSIDER AND APPROVE THE NOTICE OF THE 11<sup>th</sup> ADJOURNED ANNUAL GENERAL MEETING AND FIX THE DATE, PLACE AND TIME FOR HOLDING THE ANNUAL GENERAL MEETING**

It was informed to the Board that the annual accounts of the Corporation for the financial year 2009-10 could not be adopted by the shareholders in its Annual General Meeting due to non availability of comments of Comptroller & Auditor General of India (CAG) which was adjourned till the comments from the CAG on the Annual Accounts are received and the adjourned Annual General Meeting be held at a later date as may be decided by the Board. The Board was further informed that the Corporation has now received the comments from the Comptroller & Auditor General of India.



It was proposed that the date of the 11<sup>th</sup> Adjoined Annual General Meeting be fixed to receive, consider and adopt annual accounts duly audited alongwith the Auditors' Report, comments of the Comptroller & Auditor General of India and Director's Report.

The Board decided to convene the 11<sup>th</sup> Adjoined Annual General Meeting on 21.12.2011 at a shorter notice and passed the following resolution.

**RESOLVED THAT** the 11<sup>th</sup> adjourned Annual General Meeting of the Corporation be convened on Wednesday the 21<sup>st</sup> day of December, 2011 at 3.30 P.M. at its registered office of the Corporation to receive, consider and adopt the Audited Annual Accounts, Directors' Report, Auditors' Report along with the comments of the Comptroller & Auditor General of India for the year 2009-10, the replies of the management on the observations of the Auditors' Report and comments of the Comptroller & Auditor General of India appended to the Directors' Report.

**FURTHER RESOLVED THAT** Sh. A.K.Jain, Executive Director of the Corporation be and is hereby authorized to issue the notice of the 11<sup>th</sup> adjourned Annual General Meeting as per draft placed before the Board of Directors and to complete all other formalities required under the Companies Act 1956.

There being no other business to transact, the meeting ended with a vote of thanks to the Chair.



**Mahesh Kumar**  
Managing Director



**S.C.Choudhary, IAS**  
Chairman

AGENDA ITEM NO. 47.03

FOLLOW UP ACTIONS ON THE DECISIONS TAKEN IN THE PREVIOUS MEETINGS OF BOARD OF DIRECTORS HELD ON 21.12.2011.

Item No.	Item	Follow up action
46.01	The Board granted leave of absence to Mr. Harinder Kumar, IRS, Director who could not attend the meeting due to his pre-occupation.	No action required.
46.02	Minutes of the 45 <sup>th</sup> meeting of the Board of Directors of the Corporation held on 30.09.2011 as circulated to members of the Board were considered and confirmed.	No action required.
46.03	<p>The Board took note of the actions taken on the decisions of the previous meeting of the Board of Directors held on 30.09.2011. While taking note of the action taken on following items:</p> <p><b>No.45.03 (43.13)</b> The Board desired to submit proposal for finalizing the fee structure for advocates within one month for defending the arbitration and court cases after getting the information from HUDA and HSIIDC. The Board also desired that the matter be discussed with the Advocate General, Haryana by Executive Director, HDRDC before finalizing the proposal.</p> <p><b>No. 45.03 (43.14)</b> w.r.t. continuing the service of the Computer Operators, the Board desired that Mr. A.K.Jain, Executive Director would meet the Managing Director of HARTRON within 15 days for seeking the clarification The matter be put up on file within 30 days.</p>	<p>The requisite information has been collected from HUDA and HSIIDC and proposal for finalizing the fee structure stands submitted to Govt. for approval vide UO no.1/HSRDC dated 05/01/2012. Decision of the Govt. is yet to be received.</p> <p>A proposal for giving relaxation in govt. policy regarding providing services of computer operators was sent to Managing Director, Hartron, Sector-17, Chandigarh vide this office letter No. 9143/HSRDC dated 09/11/2011 &amp; the matter has been discussed by DGM-II, HSRDC Panchkula with General Manager HARTRON on 20/01/2012 and he has informed that the matter regarding seeking clarification/ relaxation in Govt. policy may be referred to Financial Commissioner &amp; Principal Secretary to Govt. Haryana Electronics &amp; Information Technology Department, Chandigarh as the policy / instructions in this regard are issued by them. To decide the issue, Financial Commissioner &amp; Principal Secretary to Govt. Haryana Public Works (B&amp;R)</p>

<p><b>No. 45.03 (43.18)</b> w.r.t. monthly reports of CCTV Cameras, the Board decided that 7 days time i.e. upto 28.12.2011 be given to the in-charge SE / PWD B&amp;R, EE / PWD B&amp;R or DGMs / HSRDC concerned for submitting their checking reports of CCTV cameras and thereafter, the disciplinary action be initiated to those who fail to submit their reports within the stipulated period.</p> <p><b>No. 45.03 (44.03)</b> w.r.t. non levy of Stamp Duty on toll agreements, the Board desired that the advocate be consulted whether any processing fees is to be deposited with the court for service of notice.</p> <p><b>No. 45.08</b> w.r.t. request for early hearing of Income Tax cases, the Board desired the Chartered Accountant to check whether there is any provision under Income Tax Act, which directs the Tribunal for fixing the early date of hearing on the request of assesses. For all dates of hearing issues have to be examined on file.</p> <p><b>No. 45.09</b> The Board was informed that the case has been moved for approval of the Hon'ble Chief Minister vide UO No. 9/AC/HSRDC dated 13.12.2011.</p> <p><b>No. 45.12</b> w.r.t. repayment of surplus funds to the State Govt., the Board desired the Executive Director to initiate case for Govt. approval for making the pre-payment to HUDCO instead of State Govt. in order to save the interest burden on the borrowings, if there is no pre-payment charges.</p> <p><b>No. 45.16.01.</b> It was brought to the notice of the Board that L1, L2, L3 comparison for all road</p>	<p>Department, Chandigarh will take a meeting on 22.03.2012.</p> <p>The reports from respective EEs/DGMs were received and placed before MD/HSRDC who did not appreciate the reports and directed on 31.01.2012 that the EEs/DGMs to submit the report of CCTV cameras from 9.00 AM to 11.00 AM for seven days out of the record of footage available with them. The said reports have been received only from EE, Mechanical Ambala for TP-33 and would be put up on file after due examination. The report from other EE such as EE Mechanical, Karnal, DGM-1 Gurgaon, DGM-2 Gurgaon have not been received even after issue of reminder dated 15.02.2012.</p> <p>Processing fee has been deposited with the Court for service of notice after taking the advice of Advocate.</p> <p>The Chartered Accountant has confirmed that there is no provision in the Income Tax Act, 1961 which directs the Tribunal for fixing the early date of hearing on the request of assesses. <i>request to be made regarding for early hearing</i></p> <p>The approval of the Hon'ble Chief Minister has been received on 22.12.2011 Accordingly, separate bank accounts have been opened for deposit works.</p> <p>Approval of the State Govt. has been received on 22.02.2012. Accordingly, prepayment of full amount has been made to HUDCO on 29.02.2012.</p> <p>The matter in the case of Jhajjar Dhaur Beri Road, Dighal Beri Jahazgarh Road</p>
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<p>works has been completed. There are issues in 2 cases of Gurgaon Nuh Alwer road and of Jhajjar Dhaur Beri Road, Dighal Beri Jahazgarh Road and Bahadurgarh Chhara Dujana Beri Kalanaur Road were L2 is becoming L1. One case is under examination of the Committee of three Chief Engineers, both cases shall be examined on file by HSRDC by 15.01.2012.</p> <p>The Board desired to work out such details in respect of ROB and building works also by 31.01.2012 and put up on file.</p> <p><sup>(a)</sup>  <b>No. 45.16.02.</b> It was brought to the notice of the Board that the matter was discussed in the 47th meeting of NCRPB held on 18.11.2011 under the Chairmanship of Secretary, Urban Development, Govt of India. It was decided to send the reply received from HSRDC to ADB for their consideration. This information is to be sent by NCRPB, hence, no action is required to be taken by HSRDC.</p>	<p>and Bahadurgarh Chhara Dujana Beri Kalanaur Road is still under consideration of Committee of 3 Chief Engineers.</p> <p><i>Dep. Secy HSRDC  Next 13-11-11  Put up</i></p> <p>9 ROB's have been undertaken by HSRDC. Out of these 9 ROB's, 8 ROB's have been completed and work on one ROB is under progress.</p> <p>Position of 7 ROB's have been scrtunised and it has been found that L1 remains L1, as already examined on file. Position of remaining 2 No. ROB's will be put up on receipt of the same from SE Gurgaon. The position in respect of buildings has also been analyzed except few buildings at Yamuna Nagar and examined on file.</p> <p>The reply of HSRDC was submitted by NCRPB to ADB. The reply has been considered by ADB &amp; has reiterated their request to remove said condition from the contract.</p> <p>It is further stated that in the High Power Committee meeting held on 06.01.2012 under the Chairmanship of Chief Secretary, it was informed by Member Secretary, NCR Planning Board that three projects of PWD (B&amp;R) viz Badli bypass road, Improvement and strengthening of various roads in Sonapat district and Improvement of other district roads in Jhajjar district were sanctioned by PSMG of NCRPB under ADB Loan. 1st loan instalment for these projects (Total Rs. 99.35 crore) was released after approval of bidding process by ADB and execution of loan agreement between NCRPB and Govt. of Haryana. As per the sanction and loan agreement, the project was to be completed strictly as per the ADB guidelines and procedure. She informed that Board has received a complaint through ADB for</p>
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		<p>Badli bypass package under subject loan, against HSRDC regarding a sentence included in the list of acceptance (LOA) issued by HSRDC stating they will pay the contractor based on the lowest rate of each item quoted by the three lowest bidder for the package. ADB has informed that the inclusion of said condition is unacceptable to them.</p> <p>She further informed that issues raised by ADB are causing concern (being a matter of international agreement / loan covenants). This has also impacted pace of loan drawal by NCRPB from the ADB in respect of these projects, which has also been adversely commented by Ministry of Finance, Government of India as these loan carry commitment charges.</p> <p>It was requested that the Haryana Government may withdraw this condition and assure that in case of ADB funded projects, conditions laid down by these multilateral agencies may be followed in toto.</p> <p>The Chairman, High Power Committee agreed that all requirements of internal financing agencies need to be strictly complied with and it was agreed that PWD (B&amp;R) shall take necessary steps to withdraw the condition under question.</p> <p>Accordingly, the matter has been submitted to Government stating that we have no option but to withdraw the condition even though the possibility of L-1 becoming L-2 can not be denied in to in case of any change in specifications subsequently in view of site requirement (if any). The decision of the Government is awaited.</p>
	<p><b>No. 45.16.02 (c)</b> It was decided that detailed estimates of all on going works be examined and technical sanction be issued and a statement be put up on file, also board be apprised in the next</p>	<p>Following to estimates have since been technically sanctioned.</p> <p>i) Four lanning of various roads in Rewari town and const. of new</p>

<p>46.04</p>	<p>Board Meeting.</p> <p>The Board took note of the status of the activities of all the projects being executed by the Corporation. While taking note of the status of the works under NCRPB, the Board desired all DGMs except the DGM, Rohtak to submit the completion certificates by 31/12/2011 and the DGM, Rohtak to submit the completion certificate by 15/01/2012.</p> <p>The Board took serious note of the bad condition of two roads, viz. DJ Road (Rampur) to Kota Khandewala Via Naurangpur Road from RD 0 to 6.970 (ODR) and Wazirpur to Farrukh Nagar Road From Rd 0 to 8.20 (ODR). For this</p>	<p>roads in Rewari Distt.(Balance work)</p> <p>ii) Technical sanction of detailed estimates for const. of Badli Bye pass Km 0.00 to 5.681 and improvement of 2 Kms of existing Bahadurgarh Chandu Border Road in NCR Area in Jhajjar Distt.</p> <p>In addition to above detailed estimates, following works were submitted but Worthy MD raised some observations which are being complied with.</p> <ol style="list-style-type: none"> <li>a) Various roads in Jhajjar Distt.</li> <li>b) Various roads in Sonapat Distt</li> <li>c) Improvement of Rohtak Hisar and Rohtak Bhiwani Road</li> <li>d) Improvement of Sonapat Kakroli Bidhlan Silana Road &amp; Jagsi Gangona road in Sonapat</li> </ol> <p>Remaining estimates are also under for technical sanction.</p> <p>Completion certificates of all the completed roads except of Jhajjar Dhaur Beri road, Dighal Beri Jahazgarh road and Bahadurgarh Chhara Dujana Beri Kalanaur road, relating to DGM Rohtak, have been submitted to NCRPB, as already examined on file. DO letter also sent by MD to NCRPB. Completion Certificate in respect of Jhajjar Dhaur Beri road, Dighal Beri Jahazgarh road and Bahadurgarh Chhara Dujana Beri Kalanaur roads would be submitted by DGM Rohtak after the finalization of bill of this project. The bill would be finalized after the receipt of report of Committee of three Chief Engineers &amp; final decision is taken by competent authority on the recommendations of the report of the Committee of three Chief Engineers.</p> <p>The Committee has since submitted its report and the technical measures suggested by the Committee were considered by the competent authority</p>
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	<p>purposes. the Board constituted the Committee of Sh. A.K.Jain, Executive Director and Sh. Mahabir Singh, Chief Engineer to assess the damages of both roads and suggest the technical measures.</p> <p>The Board desired that the Land acquisition of Jhajjar be monitored very closely because slippage, if any, in the completion of the project would be only due to this sole reason.</p> <p>The Board desired that the responsibility for maintenance of completed roads works be entrusted to PWD (B &amp; R) whose defect liability period has expired and in case of some of the roads whose defect liability is still in operation, these roads are to be identified to ensure proper repair for which the Executive Director brought out that a Committee of DGM, SE and EE has already been constituted. The Board desired that the report of all such Committee to submit their report by 31.01.2012 and same be examined on file and to be put up by ED HSRDC by 15.02.2012.</p>	<p>and necessary decision has been conveyed to all concerned vide letter no 1365-HSRDC-dated 28.02.2012.</p> <p>LA paper u/s 4&amp;6 already published. Funds to the tune of Rs. 9.50 crores already transferred for award</p> <p>The report of Committees is still awaited despite issue of memo no. 3267-69/HSRDC dated 25.9.2011, No. 1003-05/ HSRDC dated 02.02.2012 &amp; no. 1624-27/ HSRDC dated 9.3.2012. Report in respect of only HNPP road has been received which is enclosed at <b>Annexure 'A'</b>.</p>
46.05	<p>The Board took note of the status of the Court cases filed by/against the Corporation. While taking note of civil suit filed by the Corporation against the legal heirs of late Sh. Manoj Kumar (deceased contractor of TP-12 and TP-24) for recovery of Rs. 1,92,66,433/- in the court of Civil Sub Judge (S.D.), Chandigarh, the Board desired to put up the case on file w.r.t. matter already taken up with U.P. Govt requesting them not to allow the legal heirs of late Sh. Manoj Kumar to sell the property of Sh. Manoj Kumar and outcome thereof.</p> <p>While taking note of case of STARRCO v/s State of Haryana, the Board desired that the date-wise status of all the legal cases against those parties from whom the Corporation is to recover the amount be put up in the next Board Meeting. The</p>	<p>The matter was put up on file and DO letter to Chief Secretary, UP Govt. has been issued under the signature of FCPW vide No. 23/HSRDC dated 06/02/2012. Additional District Officer, Finance/ Revenue, Bulandshahar was requested by the HSRDC vide letter dated 01.07.2009 not to give permission for sale of moveable/ immoveable property of Sh. Manoj Kumar. However, Assistant Inspector General (Registration), Bulandshahar issued permission to sell the property of Sh. Manoj Kumar as per communication received from Additional District Officer, Bulandshahar through his letter dated 30.07.2011. <b>Annexure 'B'</b>.</p> <p>This is covered under agenda item pertaining to status of court cases.</p>



	Board further desired the advocate of the Corporation to avail the provisions of substitute service in cases where the notices to the deponents are not possible to be delivered in normal course.	
46.06	The Board took note of the status of the Income Tax cases. While taking note of the Appeal filed against orders of Non-deduction of TDS (A.Y. 2005-06) with CIT Appeal on dated 15/1/08- Referred to ITO, the Board desired to know against what amount of claim of Income Tax Department earlier, Rs 9,000/- is to be refunded now by the Income Tax Department. The Board further desired that in future, the Chartered Accountant / Accounts Officer of the Corporation to accompany the advocate in all cases and put up the outcome of the same on file after every hearing.	For FY 2004-2005 demand of TDS and TCS for Rs. 1,88,389/- was created by ITO(TDS) dated 27/10/2008. Application was made to ITO (TDS) u/s 154 and the demand was reduced by Rs.1,58,634/- to Rs.29,755/- which the Corporation deposited. After submitting the proof of payment of Rs. 9,395/-, refund for Rs.9,395/- has been sought.
46.07	This item was deferred. In the meanwhile, the Board desired that the Government instructions regarding deployment of employees on contract basis be examined on file on priority. Against Agenda Item No 46.07 - Para 3 in respect of Sh. Yash Pal Sheron, the Board decided that fresh contract agreement should not be executed beyond 31.12.2011 and further, for any requirement of Technical Personnel, we should keep only the retired officers.	This item has been taken as a separate item. With regard to Sh. Yash Pal Sheron, Manager, no fresh contract agreement has been executed after 31.12.2011 and his services were dispensed with w.e.f. from 31.12.2011
46.08	The Board ratified the payment of Rs.525/- as Diwali gift for the year 2010-11 to the total no of 84 officers/officials.	No action required.
46.09	The Board deferred this item and desired that this item is to be discussed in the presence of Sh. Harinder Kumar, IRS.	This item has been taken as a separate item.
46.10	The Board considered and approved the draft Directors' Report for the year 2009-10 which was prepared in accordance with the statutory requirements of the Companies Act, 1956 and authorised Sh. Mahesh Kumar, Managing Director and Sh. A.K.Jain, Executive Director to sign the Directors' Report. The Board passed the following resolution:	The Directors' Report has been signed by Sh. Mahesh Kumar, Managing Director and Sh. A.K.Jain, Executive Director and the same was attached with the notice of Annual General Meeting.
46.11	The Board decided to convene the 11 <sup>th</sup> Adjourned Annual General Meeting on 21.12.2011	The 11 <sup>th</sup> Adjourned Annual General Meeting was held on 21.12.2011

2123 HSR  
16/3/12

Annexure - A

# Haryana State Roads & Bridges Development Corporation Ltd.

(A State Govt. undertaking)

P.W.D. Campus, Near PWD Rest House, Gurgaon. Tel/Fax 0124-2224519

No. 4155 /HSRDC/DGM-II

The Executive Director,  
Haryana State Roads & Bridges  
Development Corporation Ltd.  
Panchkula.

Dated: 14/3/2012  
Signature: [Handwritten Signature]  
Date: 16/3

CS-I  
Signature: [Handwritten Signature]  
Date: 16/3/12

Sub: Inspection of completed works by the committee comprising of SE/EE and concerned DGM. (HNPP Road Km.0.00 -97.775)

Ref. Your office letter no. 1623 dated 09.03.2012.


In this regard it is intimated that necessary report alongwith CD indicating the surface condition of the project,berms,and roughometer reading report alongwith recommendations of HNPP project have been sent to your office vide this office letter no 3204 dated 11.08.2011

The HNPP project was completed on 02.03.2011/15.5.2011 and the defect liability period is TWO YEARS out of which almost one year (of defect liability period ) is going to elapse.

In view of your office letter No. 1215 dated 23.02.2012, report regarding inspection of road by S.E. Jhajjar and Gurgaon was sent to your office vide this office letter No. 4135 dated 07.03.2011. Now in view of letter under reference, HNPP road from Km. 0 to 96.775 has been again got inspected by the S.E. Gurgaon alongwith E.E. Incharge and the undersigned on 14.03.2012. in this regard the inspection note duly signed by S.E. Gurgaon/E.E. Patwal and the under signed is attached.

The agency has been directed to attend to the above observations at the earliest.

2/wz  
14/3

  
Deputy General Manager-II  
Haryana State Roads & Bridges  
Development Corporation Ltd.  
Gurgaon.

DA/As above

## Haryana State Roads & Bridges Development Corporation Ltd.

(A State Govt. undertaking)

P.W.D. Campus, Near PWD Rest House, Gurgaon. Tel/Fax 0124-2224519

Subject:- Inspection of HNPP road Km. 0.0 to 96.775.

As per direction of Executive Director HSRDC Panchkula received vide letter No. 1623/HSRDC/12 dated 09.03.2012 the Hodal Nuh Patauda Pataudi road (Km. 0 to Km. 96.775) have been inspected by S.E. Gurgaon alongwith DGM, HSRDC Gurgaon/EE incharge today i.e. 14.03.2012 and following issues were pointed out:-

1. The berms in Km. 53,62,63, 73, 75, 88 & 92 need attention because of dampening of waste material/missing and updating of same is required.
2. The spouts of the drain should be got cleared in village Hathin, Malai, Pataudi town and village Patauda as the earth has been accumulated near it.
3. The median needs minor repair to guide the road user.
4. The vision for the Km. stone and furlong stone needs to be improved by cutting the weeds/busies around it.
5. Some village boards were found tilted which needs to be erected.
6. Road marking painting in Km. 53 to 56, 62,87 to 88 have faded and need attention for repainting.
7. Some km. stone/furlong stones have fallen down, need to be re-erected.
8. Minor repair in PQC in Tauru town is required.

The over all condition of the carriage way is found good.

*Donam*  
DGM-II HSRDC Gurgaon  
14/03/12

*Neel*  
EE Palwal  
14/3/12

*Almit*  
S.E. Gurgaon  
14/3/2012



S.C. CHOUDHARY, IAS

Annexure 'B'

D.O. No. 13/MSRDC  
Financial Commissioner & Principal Secretary  
to Government, Haryana  
Department,  
Chandigarh.

Date 06/02/2012

**Subject:- Complaint against Manoj Kumar S/o Sh. Soran Singh R/o 10-135.  
J.K Yadav Wali Gali, Saraswati Vihar, Bullandshahar for  
furnishing fake FDRs and misappropriating public money.**

Dear Sh. Mishra,

I would like to bring it to your kind notice that Haryana Stat Roads & Bridges Development Corporation (HSRDC) is a public enterprise of Government of Haryana. That apart from other functions, the Corporation has been authorized by Government of Haryana to collect toll on the roads as notified by State Government. The Corporation further appoints entrepreneur/ agent for collection of toll by bidding process.

Sh. Manoj Kumar the entrepreneur of toll point-12 & 24 played fraud with this Corporation by giving fake FDRs. In the interest of Govt. Addl. District Officer, Finance/Revenue, Bulandshahar was requested by the HSRDC vide letter dated 1.7.2009 not to give permission for sale of moveable/immovable property of Sh. Manoj Kumar. However, Assistant Inspector General (Registration), Bulandshahar issued permission to sell the property of Sh. Manoj Kumar as per communication received from Addl. District Officer, Bulandshahar through his letter dated 30.7.2011 (Copy enclosed). The HSRDC requested the Commissioner, Meerut Division (UP) vide letter dated 3.10.2011 (Copy enclosed) for taking action against defaulting officers/officials and in case the property is not yet sold, the permission may be withdrawn. In response to above referred letter, Additional District Magistrate, Bullandshahar has informed vide his letter No. 4024 dated 19.11.2011 (Copy enclosed) that no action is due in the matter.

The above position is brought to you kind notice for consideration and taking action in the matter as there is a loss of approximately Rs. 1.90 crore to State exchequer due to fraud played by Sh. Manoj Kumar, Contractor (since expired).

R  
15/3/12

with warm regards

Yours sincerely,

(S.C.Choudhary)

Shri P.K.Mishra,  
Chief Secretary,  
Government of Uttar Pradesh,  
Lal Bahadur Shastri Bhawan,  
UP Secretariat,  
Lucknow.

1029

05/08/2011

गोपनीय

पत्र संख्या / एस0टी0-ए0डी0एम0-एफ कार्यालय  
अपर जिलाधिकारी (वि/रा)  
बुलन्दशहर।  
दिनांक 30 जुलाई, 2011

विषय:- श्री मनोज कुमार पुत्र सोरन सिंह निवासी सरस्वती विहार, बुलन्दशहर की सम्पत्ति पर कय-विकय पर प्रतिबन्ध के फलस्वरूप उपनिबन्धक प्रथम, बुलन्दशहर द्वारा बैनामा पंजीकृत करने के सम्बन्ध में।

सहायक महा निरीक्षक,  
निबन्धन, बुलन्दशहर।

कृपया उपर्युक्त विषयक अवगत कराना है कि उप सामान्य निदेशक-1, कृते प्रबन्ध निदेशक-1, हरियाणा राज्य सड़क एवं सेतु विकास निगम, पंचकूला, हरियाणा द्वारा अपने पत्र संख्या-3202/एच0एस0आर0डी0सी0 दिनांक 22-05-2009 के द्वारा अवगत कराया गया कि श्री मनोज कुमार पुत्र सोरन सिंह निवासी सरस्वती विहार, बुलन्दशहर द्वारा उनकी हैसियत एक करोड़ पच्चासी लाख रु० जो आँकी गयी है, से सम्बन्धित चल/अचल सम्पत्ति का ब्यौरा भिजवाने की अपेक्षा की गयी क्योंकि ज्वरत कराया गया कि वह जालसाजी के केस में संलिप्त है जिसके कारण उसके विरुद्ध न्यायालय में मुकदमा विचाराधीन है। अतः चल/अचल सम्पत्ति के विक्रय की अनुमति प्रदान न की जाये। उक्त पत्र के कम में अधोहस्ताक्षरी द्वारा उप सामान्य निदेशक-1, कृते प्रबन्ध निदेशक-1, हरियाणा राज्य सड़क एवं सेतु विकास निगम, पंचकूला, हरियाणा को अवगत कराया गया कि प्रश्नगत हैसियत प्रमाण पत्र जो इस कार्यालय से निर्गत होना दर्शाया गया है, कार्यालय से निर्गत होना नहीं पाया जाता। इस पत्र की प्रति तहसीलदार, बुलन्दशहर व उपनिबन्धक, बुलन्दशहर को "इस निर्देश के साथ भेजी गयी कि उपरोक्त मनोज कुमार पुत्र सोरन सिंह निवासी, सरस्वती विहार, बुलन्दशहर के विरुद्ध उप सामान्य निदेशक-1, कृते प्रबन्ध निदेशक-1, हरियाणा राज्य सड़क एवं सेतु विकास निगम, पंचकूला, हरियाणा के पत्रानुसार जालसाजी का वाद न्यायालय में लम्बित होने के कारण चल/अचल सम्पत्ति को बेचने की अनुमति प्रदान न करने का अनुसंध किया गया है, तत्कम में कार्यवाही करने का कष्ट करें।

उप सामान्य निदेशक-1, कृते प्रबन्ध निदेशक-1, हरियाणा राज्य सड़क एवं सेतु विकास निगम, पंचकूला, हरियाणा के पत्र संख्या-3950/एच0एस0आर0डी0सी0 दिनांक 01-07-2009 द्वारा पुनः पत्र प्राप्त हुआ कि चल/अचल सम्पत्ति बेचने की अनुमति प्रदान न की जाये, जिसके कम में पुनः पत्र संख्या-72/एस0टी0-ए0डी0एम0-एफ0 दिनांक 13, जुलाई, 2009 के द्वारा उपरोक्तानुसार कार्यवाही हेतु पुनः निर्देशित किया गया।

यह संज्ञान में साथ जाने पर कि मनोज कुमार पुत्र सोरन सिंह की मृत्यु हो चुकी है और उनके वारिसों द्वारा उनको बुलन्दशहर स्थित सम्पत्ति जिसका पूर्व में श्री मनोज कुमार के द्वारा श्री श्याम सिंह पुत्र श्री धर्मवीर सिंह निवासी 1256, जवाहर कालोनी, एन0आई0टी0, फरीदाबाद के पक्ष में इकरारनामा कर रखा था, का विक्रय दिनांक 03-02-2011 को कर दिया गया और श्री श्याम सिंह पुत्र श्री धर्मवीर सिंह निवासी 1256, जवाहर कालोनी, एन0आई0टी0, फरीदाबाद द्वारा इस सम्पत्ति का बैनामा दुबई में अन्य पक्षकारों के मध्य कर दिया गया।

इस सम्बन्ध में उपनिबन्धक-प्रथम, बुलन्दशहर से स्पष्टीकरण पत्र संख्या-3574/एस0टी0-ए0डी0एम0-एफ0 दिनांक 20-7-2011 के द्वारा चाहा गया। जिसके कम में उन्होंने अपने पत्र संख्या-116/ दिनांक 26-7-2011 के द्वारा स्पष्टीकरण दिया है कि

...2...

दिनांक 03-02-2011 को यह विलेख श्रीमती राजबाला देवी पत्नी श्री मनोज कुमार सिंह निवासी 207, देवीपुरा नगर, बुलन्दशहर के द्वारा मौहल्ला भूड निकट शान्ति निकेतन कालौनी स्थित एक आवासीय प्लाट पैगायशी 1089.77 वर्गमीटर का प्रस्तुत

किया गया था। विलेख प्रस्तुतीकरण के उपरान्त पूछताछ में यह ज्ञात हुआ कि श्रीमती राजबाला श्री मनोज कुमार सिंह की पत्नी हैं। यह पूछने पर कि क्या यह सम्पत्ति विवादित है, श्रीमती राजबाला ने बताया कि इसमें कोई विवाद नहीं है। इसी क्रम में महोदय के पत्र सं०- 7406/एस0टी0-ए0डी0एम0-एफ दिनांक 30-5-2009 के बारे में भी श्रीमती राजबाला को बताया गया। श्रीमती राजबाला का तत्समय यह प्रश्न था कि पत्र दिनांकित 30-5-2009 में किसी विशेष सम्पत्ति का उल्लेख नहीं है, तब यह कैसे मान लिया जाये कि इस विलेख द्वारा अन्तारित की जाने वाली सम्पत्ति पर कोई विवाद/रोक आदि है। "किसी विलेख का रजिस्ट्रेशन करना उपनिबन्धक की Statutory Duty जो कि रजिस्ट्रेशन एक्ट 1908 में परिभाषित है, विलेख के रजिस्ट्रेशन से इन्वयरी की व्यवस्था रजिस्ट्रेशन एक्ट की धारा 35(3)(a)(b)(c) के अतिरिक्त कहीं नहीं है। इन तीनों उपधाराओं में जो आधार दिये गये हैं उस पर इस विलेख का रजिस्ट्रेशन इन्कार किया जाना विधिक नहीं था। इस क्रम में रजिस्ट्रेशन मैनुअल भाग-2 नियम 241 में विधिक प्राविधान है कि रजिस्ट्रीकर्ता अधिकारी को उसके समक्ष आये लेखपत्र की Validity से कोई सम्बन्ध नहीं है और उसमें बताये गये आधार पर रजिस्ट्रीकरण से इन्कार करना त्रुटिपूर्ण होगा। महानिरीक्षक निबन्धन, उ0प्र0 के द्वारा जारी पत्र संख्या-1356/शि0क0लख0/2010 दिनांक 15-09-2010 में कहा गया है कि उपनिबन्धक नियम 241 में वर्णित किन्ही आधारों पर किसी विलेख का पंजीकरण करने से इन्कार नहीं कर सकता।"

उपनिबन्धक द्वारा उपरोक्तानुसार दिया गया स्पष्टीकरण संतोषजनक नहीं है चूंकि अधोहस्ताक्षरी द्वारा इन्हें उप सामान्य निदेशक-1, कृते प्रबन्ध निदेशक-1, हरियाणा राज्य सड़क एवं सन्तु विकास निगम, पंचकूला, हरियाणा के पत्रों क्रम में प्रश्नगत सम्पत्ति के क्रय-विक्रय की रोक हेतु लिखा गया था जिसके क्रम में इनके द्वारा अपने कार्यालय में बड़े-बड़े पम्पलैट भी चस्पा किये गये थे कि "मनोज कुमार पुत्र सोरन सिंह, निवासी सरस्वती विहार, बुलन्दशहर की सम्पत्ति के क्रय-विक्रय पर रोक"। जब इनके द्वारा कार्यालय में पम्पलैट चस्पा किये गये थे तो स्पष्ट है कि प्रश्नगत सम्पत्ति का विलेख पंजीकृत नहीं होना था। यदि अपरिहार्य परिस्थितियों में जैसा कि इनके द्वारा उपरोक्त उल्लिखित किया गया है तो ऐसी स्थिति में इन्हें जिला निबन्धक/अपर जिलाधिकारी (वि/रा), बुलन्दशहर अथवा उच्चाधिकारियों से मार्गदर्शन प्राप्त करना चाहिये था परन्तु ऐसा न करके इनके द्वारा बैनामों को पंजीकृत कर दिया गया है।

यह भी उल्लेखनीय है कि पूर्व में मृतक मनोज कुमार के वारिसों की ओर से सम्पत्ति के विक्रय की अनुमति दिये जाने का अधोहस्ताक्षरी से अनुरोध किया गया था जिसके क्रम में अधोहस्ताक्षरी द्वारा पत्र सं०-1622/एस0टी0-ए0डी0एम0-एफ दिनांक 29/07/2010 के माध्यम से जिला शासकीय अधिवक्ता (सिडिल) से इस सम्बन्ध में विधिक राय माँगी गयी जिसके क्रम में उनके द्वारा अपनी आख्या दिनांक 29-7-2010 के माध्यम से अवगत कराया गया कि "प्रस्तुत प्रकरण में जब तक सम्बन्धित विभाग/कोर्ट से उक्त सम्बन्ध में सहमति प्रदान न की जावे तब तक उक्त सम्पत्ति के बिक्री पर रोक लगायी जानी उचित है।" परन्तु आज तक सम्पत्ति पर सम्बन्धित विभाग/कोर्ट से बिक्री की सहमति अप्राप्त है और सम्पत्ति का क्रय-विक्रय कर दिया गया है। प्रश्नगत सम्पत्ति पर रोक लगाकर मनोज कुमार द्वारा की गयी धोखाधड़ी के क्रम में इनकी सम्पत्ति से राजकीय धन की जसूली की जानी थी, वह खुर्द-बुर्द हो गयी। यह सम्पत्ति उप निबन्धक-प्रथम बुलन्दशहर की संलिप्तता के कारण खुर्द-बुर्द हुई है।

...3...

उपरोक्त के परिप्रेक्ष्य में आप अपना मन्तव्य दो दिवस के अन्दर भिजवाने का कष्ट करें कि क्यों न उस निबंधक-प्रथम के विरुद्ध कार्यवाही हेतु उच्चाधिकारियों के संज्ञान में लाया जाय।

( सतीश चन्द्र )

अपर जिलाधिकारी ( वि०/रा० )  
बुलन्दशहर।

पृष्ठांकन सं०-3473(1) एस०टी०-ए०डी०एम०-एफ

तददिनोंक

प्रतिलिपि:- उप सामान्य निदेशक-1, कृते प्रबन्ध निदेशक-1, हरियाणा राज्य सड़क एवं सेतु विकास निगम, पंचकूला, हरियाणा को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

( सतीश चन्द्र )

अपर जिलाधिकारी ( वि०/रा० )  
बुलन्दशहर।

- 361 -

## Haryana State Roads and Bridges Development Corporation Ltd.

(A State Government Undertaking)

Bays No. 13-14, Sector-2, Panchkula Ph: 0172-2585265

No. 8318/HSRDC

Dated: 03/10/2011

To

The Commissioner,  
Meerut Division (U.P.).

**Subject: Complaint against Manoj Kumar S/o Sh. Soran Singh, resident of House No. 10/135, J.K. Yadav Wali Gali, Saraswati Vihar, Bulandshahar, Tehsil & District Bulandshahar for furnishing fake FDRs and misappropriating public money-Request for not to grant permission for sale of property of Sh. Manoj Kumar.**

Haryana State Roads & Bridges Development Corporation Ltd. (herein after referred as Corporation) is a public enterprise of the Govt. of Haryana and its office is situated in Sector-2, Panchkula. That apart from other functions, the Corporation has been authorized by the Government of Haryana to collect toll on the roads and toll points notified by the State Government from time to time. The Corporation further appoints entrepreneur/agent for collection of toll by bidding process.

2. That above named contractor viz. Manoj Kumar being the eligible highest bidder was appointed entrepreneur/agent for collection of toll at toll point on Yamuna Nagar-Radour-Ladwa-Thanesar road vide contract No. HSRDC/Toll-12/2007 and for collection of toll at toll point on Kaithal-Patiala Road near Punjab Border vide contract No. HSRDC/Toll-24/2007.

In pursuance of both the above mentioned contracts, Manoj Kumar submitted 6 FDRs as security deposits. The following are the details of FDRs:-

Sr. No.	FDR No.	Date	Amount
1.	670961	7-1-2008	Rs. 23,00,000/-
2.	670962	7-1-2008	Rs. 30,00,000/-
3.	670963	7-1-2008	Rs. 30,00,000/-
4.	670964	7-1-2008	Rs. 30,00,000/-
5.	670819	27-10-2008	Rs. 30,00,000/-
6.	670520	27-10-2008	Rs. 30,00,000/-

3. That Manoj Kumar failed to deposit monthly installments as per agreement. As he repeatedly failed to deposit the installment, therefore, Corporation terminated both the agreements on 4.11.2008 and as per the conditions of the agreement, the Corporation was duty bound to forfeit the security deposit by Manoj Kumar by way of FDRs as mentioned above.

M/c



362

4. That the above described FDRs were sent by the Corporation through registered post on 22.7.08 for their verification to Branch Manager, UCO Bank, Kandhla Branch, Kandhla (U.P.). The said bank verified the authenticity of FDRs vide their letter dated 6.8.2008.

5. That the Manager, UCO Bank, Kandhla Branch, Kandhla (U.P.) vide his letter dated 18.10.2008 intimated that Sh. B.K.Garg, Deputy Chief Officer (Vigilance) from Zonal Office, Bareilly (U.P.) will be visiting the office of Corporation on 20.10.2008 for investigating FDRs issued by Kandhla Branch which are pledged to our Corporation. Sh. Garg visited this office on 20.10.2008. Photocopies of all the 6 FDRs were shown to him and he recorded following remarks thereon:-

"This seems a fake FDR issued on computer scanned stationary and it is not a genuine document of Bank as found on physical verification."

That the Zonal Manager, UCO Bank, Zonal Office, Bareilly (U.P.) further intimated vide his letter No. 966 dated 22.10.2008 that Manoj Kumar purchased aforesaid FDRs for Rs. 23,000/- (One), Rs. 30,000/- (Three) and Sh. Vikas Rajput purchased 2 FDRs of Rs. 30,000/- each and then prepared FDRs on computer scanned stationary with same printed numbers, one FDR worth Rs. 23,00,000/- and 5 FDRS worth Rs. 30,00,000/- each. The stationary used by the so called person is not genuine stationary of the bank, rather it is computer scanned stationary.

6. That Manoj Kumar gave cheque bearing machine No. 512269 dated 24.10.2008 amounting to Rs. 60,00,000/- and cheque bearing machine No. 412270 dated 24.10.2008 amounting to Rs. 1,13,00,000/- drawn from his account No. 277, maintained by him in Punjab & Sind Bank, Yamuna Nagar in lieu of the above said security deposit. On presentation of the said cheques same stood dishonoured.

7. That Manoj Kumar had also given two cheques bearing machine No. 512266 and 512267 both dated 24.10.2008 amounting to Rs. 70,00,000/- and Rs. 20,00,000/- respectively drawn from his account No. 277 maintained by him in Punjab & Sind Bank, Yamuna Nagar in lieu of unpaid installments for both the above mentioned contracts, but on presentation of the said cheques, the same stood dishonoured. As Manoj Kumar has collected toll from public, but did not deposit the same in public exchequer i.e. by way of paying installment to the Corporation, hence he has committed criminal breach of trust as well as has misappropriated the public money.

That Manoj Kumar had committed fraud by giving fake FDRs to the Corporation and in consequence thereupon, he had caused wrongful loss to the Corporation as Corporation failed to get above mentioned FDRs encashed and as the result failed to deposit the money in public exchequer thereby cheating the Corporation by forging the document of the Bank.

- 343 -

8. It is further brought out that the contractor Sh. Manoj Kumar died on 08.09.2009 as per death certificate dated 15.09.2009 issued by Registrar, Birth and Death, Bulandshahar.

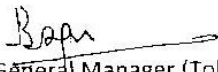
As verified, the deceased contractor owned following properties:

- (i) 0.7540 hectare i.e. 12 Beegha of agriculture land and in village Jasana Bali Kalan, Tehsil & District, Bulandshahar.
- (ii) A 300 sq. yard double storey house bearing No. 79, Ward No. 20, Shakti Nagar, near Khalsa High School, Bulandshahar amounting to Rs. 40.00
- (iii) A plot measuring 1302.62 sq. yard at DM road near Shanti Niketan Colony, Bulandshahar-value Rs. 60.00 lacs.

9. In the interest of Govt. Addl. District Officer, Finance/Revenue, Bulandshahar was requested vide this office letter No. 3950/HSRDC dated 01.07.2009 (copy enclosed) not to give permission for sale of movable/immovable property of Sh. Manoj Kumar. A number of letters / reminders were also issued. Now, as per report received from Addl. District Officer, Finance/Revenue, Bulandshahar dated 30.07.2011 (copy enclosed), Inspector General (Registration), Bulandshahar has issued permission to sell the property of Sh. Manoj Kumar. This is a serious irregularity on the part of Assistant Inspector General (Registration), Bulandshahar.

Above position is brought to your kind notice for consideration and taking further action in this matter as due against the defaulting officers/officials. If property is not yet sold, the permission may be <sup>kindly</sup> withdrawn under intimation to this office.

DA/As above

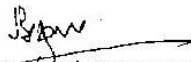
  
Dy. General Manager (Toll),  
for Executive Director,  
Haryana State Roads & Bridges  
Development Corporation Ltd.,  
Panchkula.

Endst. No. 8319 /HSRDC

Dated 03/10/2011

A copy is forwarded to Dy. Commissioner, Bulandshahar for information and similar necessary action please.

DA/Nil

  
Dy. General Manager (Toll),  
for Executive Director,  
Haryana State Roads & Bridges  
Development Corporation Ltd.,  
Panchkula.

पंजीकृत डांक के माध्यम से।

प्रेषक,

अपर जिलाधिकारी ( वि०/रा )  
बुलन्दशहर।

10635

29/11/11

प्रेष्य,

उप सामान्य निदेशक-1,  
कृते प्रबंध निदेशक,  
हरियाणा राज्य सड़क एवं सेतु  
विकास निगम, पंचकूला।

~~DCM-1011~~

11/11/11  
11/11/11  
11/11/11  
11/11/11

पत्र संख्या 4024/एस0टी0-ए0डी0एम0-एफ

दिनांक 19 नवम्बर, 2011

विषय:- श्री मनोज कुमार पुत्र सोरन सिंह की सम्पत्ति के विक्रय के सम्बन्ध में।

महोदय,

कृपया उपर्युक्त विषयक अपने पत्र संख्या CP-361 8318/एच0आर0डी0सी0 दिनांक 3-10-2011 का संदर्भ ग्रहण करने का कष्ट करें, जिसके द्वारा श्री मनोज कुमार पुत्र सोरन सिंह अचल सम्पत्ति के विक्रय उपरान्त कार्यवाही किये जाने के सम्बन्ध में है।

अवगत कराना है कि सम्पूर्ण प्रकरण में वस्तुस्थिति से महा निरीक्षक निबंधन, उ०प्र० शिविर, लखनऊ को अवगत कराते हुए कार्यवाही करने की अपेक्षा के साथ पत्र संख्या 3539/एस0टी0-ए0डी0एम0-एफ दिनांक 09अगस्त, 2011 के द्वारा सम्पूर्ण प्रकरण संदर्भित किया गया। तत्कम में उनके द्वारा अपने पत्र संख्या 1686/शि०का०लख०/(बुलन्दशहर-5)/11दिनांक 18 अक्टूबर, 2011 द्वारा अवगत कराया गया है कि "उप निबंधक द्वारा उत्तर प्रदेश रजिस्ट्रीकरण नियमावली के नियम 241के अन्तर्गत विक्रेता श्रीमती राजबाला और क्रेता श्री श्याम सिंह को लिखित रूप से अवगत कराया दिया गया तथा इस तथ्य का उल्लेख विलेख पर अंकित रजिस्ट्रेशन एक्ट की धारा -58 के तहसत पृष्ठांकन भी किया गया है। इस प्रकार उपनिबंधक प्रथम बुलन्दशहर द्वारा निबंधन अधिनियम के अन्तर्गत प्रलेख का निबंधन किया गया है। किसी प्रकार के निबंधन अधिनियम के प्राविधानों का उल्लंघन नहीं किया गया है।"

तत्कम में महानिरीक्षक निबंधन, उत्तर प्रदेश शिविर लखनऊ के पत्र संख्या 1686/शि०का०लख०/(बुलन्दशहर-5)/11दिनांक 18 अक्टूबर, 2011की छायाप्रति व सहायक महा निरीक्षक निबंधन बुलन्दशहर के स्पष्टीकरण पत्र संख्या 8-8-2011 की छायाप्रति संलग्न कर इस आशय से प्रेषित की जा रही है कि इस प्रकरण में इस स्तर से कोई कार्यवाही वॉछित नहीं है।

तदनुसार अवगत होने का कष्ट करें।

संलग्नक-उपरोक्तानुसार।

भवदीय



( सतीश चन्द्र )

अपर जिलाधिकारी( वि/रा )  
बुलन्दशहर।

25

प्रेषक,

महानिरीक्षक निबन्धन,  
उत्तर प्रदेश, शिविर लखनऊ।

सेवा में,

अपर जिलाधिकारी (वि०/रा०),  
बुलन्दशहर।

संख्या-1866/शि०का०लख०/(बुलन्दशहर-5)/11 दिनांक 18 अक्टूबर 11  
विषय-श्री मनोज कुमार पुत्र सोहन सिंह निवासी सरस्वती बिहार, बुलन्दशहर  
की सम्पत्ति पर कच विक्रय पर प्रतिबन्ध के फलस्वरूप उप निबन्धक,  
बुलन्दशहर द्वारा बैनामा पंजीकृत करने के सम्बन्ध में।

महोदय,

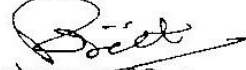
कृपया उपर्युक्त विषयक अपने पत्र संख्या-3539/एस०टी०-ए०डी०  
-एफ दिनांक 09 अगस्त, 2011 का सन्दर्भ ग्रहण करने का कष्ट करें। उक्त  
शिकायत के परिप्रेक्ष्य में कार्यालय के पत्र संख्या-1296/ शि०का० लख०/11  
(बुलन्दशहर-5) दिनांक 01 सितम्बर, 2011 के द्वारा सहायक महानिरीक्षक निबन्धन,  
बुलन्दशहर से जांच आख्या उपलब्ध कराये जाने हेतु पत्र प्रेषित किया गया।

उक्त के सम्बन्ध में सहायक महानिरीक्षक निबन्धन, बुलन्दशहर ने अपने  
पत्र संख्या-465/एस०टी० दिनांक 21.09.2011 द्वारा अवगत कराया है कि उप  
निबन्धक द्वारा उत्तर प्रदेश रजिस्ट्रीकरण नियमावली के नियम 241 के अन्तर्गत  
विक्रेता श्रीमती राजबाला और क्रेता श्री राम सिंह को लिखित रूप से अवगत  
करा दिया गया तथा इस तथ्य का उल्लेख विलेख पर अंकित रजिस्ट्रेशन एक्ट  
की धारा-58 के तहत पृष्ठांकन में भी किया गया है। इस प्रकार उप निबन्धक,  
बुलन्दशहर द्वारा रजिस्ट्रेशन अधिनियम के सुसंगत नियमों के अन्तर्गत कार्यवाही की  
गयी है। उप निबन्धक प्रथम, बुलन्दशहर द्वारा नियमानुसार निबन्धन अधिनियम के  
अन्तर्गत प्रलेख का निबन्धन किया गया। किसी भी प्रकार के निबन्धन अधिनियम के  
प्राविधानों का उल्लंघन नहीं किया गया है।

कृपया उक्त जांच आख्या सनस्त संलग्नकों सहित इस अनुरोध के  
साथ प्रेषित है कि प्रकरण के सम्बन्ध में उचित स्थिति से अवगत होने का कष्ट  
करें।

संलग्नक-यथोपरि।

भवदीय,



(राजेश चन्द्र दीक्षित)  
उप महानिरीक्षक निबन्धन,  
शिविर कार्यालय लखनऊ।

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21/9/11  
राजेश अन्वित  
उप महानिरीक्षक निबन्धन  
सिद्धपुर/शिविर, लखनऊ

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23/9/11

पत्रक  
सहायक महानिरीक्षक निबन्धन,  
बुलन्दशहर।

महानिरीक्षक निबन्धन,  
उत्तर प्रदेश शिविर लखनऊ।

पत्रक 465 /एस0टी0

दिनांक 21/9/11

विषय श्री मनोज कुमार पुत्र सोरन सिंह निवासी सरस्वती विहार, बुलन्दशहर की सम्पत्ति पर कय विकय पर प्रतिबन्ध के फलस्वरूप उपनिबन्धक पथम बुलन्दशहर द्वारा बेनामा पंजीकृत करने के सम्बन्ध में आख्या का प्रेषण।

महोदय,

उपरोक्त विषयक अपने कार्यालय के पत्र संख्या- 1295/शि0का0लख0/1 (बुलन्दशहर-5) दिनांक 19.09.11 का सन्दर्भ ग्रहण करने का कष्ट करें, जिसके द्वारा श्री मनोज कुमार पुत्र सोरन सिंह निवासी सरस्वती विहार, बुलन्दशहर की सम्पत्ति पर कय-विकय पर प्रतिबन्ध के फलस्वरूप उप निबन्धक पथम बुलन्दशहर द्वारा बेनामा पंजीकृत करने के सम्बन्ध में जॉय आख्या चाड़ी गयी है।

उक्त पत्र के सम्बन्ध में अवगत करना है कि प्रश्नगत प्रकरण हरियाणा राज्य सड़क एवं सेतु विकास निगम द्वारा किये गये पत्राचार से स्पष्ट होता है कि सम्बन्धित निगम द्वारा श्री मनोज कुमार के खिलाफ जातसाजी का मुकदमा कायम किया गया था। उक्त निगम द्वारा यह पत्र लिखा गया था कि इनकी चल/अचल सम्पत्ति बेचने की अनुमति प्रदान न की जाये। इस सम्बन्ध में अपर जिलाधिकारी, वित्त एवं राजस्व, बुलन्दशहर द्वारा उप निबन्धक का निर्देशित किया गया कि उपरोक्तानुसार कार्यवाही की जाये। इस सम्बन्ध में विधिक स्थिति एवं जॉय आख्या निम्न प्रकार है।

निबन्धन अधिनियम अपने आप में स्टेच्युरटरी विधि है जिसके अन्तर्गत जिला निबन्धक/उप निबन्धक के कर्तव्य एवं उत्तरदायित्वों का स्पष्ट रूप से अंकित किया गया है। उप निबन्धक द्वारा दिये गये पञ्चीकरण में इन समस्त दायित्वों के बारे में विस्तार से गता दिया गया है जिसकी पुनरावृत्ति किया जाना आवश्यक नहीं है। इस सम्बन्ध में यह भी अवगत करना है कि मा0 उच्च न्यायालय इलाहाबाद ने रिट संख्या- 3065 वर्ष 1088 सैयद जफर हुसैन बनाम जिलाधिकारी हरदोई तथा रिट संख्या- 27082 वर्ष 2008 आमोद कुमार अग्रवाल बनाम स्टेट आफ यू0पी0 व अन्य में स्पष्ट रूप से निर्णय पारित किया गया है कि किसी भी सम्पत्ति के निबन्धन के लिए निबन्धन अधिनियम में दिये गये प्राविधानों के अन्तर्गत किसी अन्य अध्यात्मिक आदेश से सम्पत्ति के कय-विकय पर प्रतिबन्धित नहीं किया जा सकता। यह सही है कि निबन्धन अधिनियम के अधीन जारी की गयी नियमावली के नियम 241 में स्पष्ट रूप से प्राविधानित किया गया है कि कय-विकय के विवाद के प्रकरण को लेखपत्र के प्रस्तुतीकरण के समय जिला निबन्धक/उप निबन्धक द्वारा अपने पृष्ठांकन में अंकित कर देना चाहिए जिससे कंता को इस बात की जानकारी हो जाये कि इस सम्पत्ति के सम्बन्ध में क्या विवाद/आपत्ति है। उप निबन्धक द्वारा दिये गये पञ्चीकरण में नियम 241 के परन्तुक के अन्तर्गत इस प्रकार की विवाद/आपत्ति का पृष्ठांकन कर दिया गया बताया गया है। जिला शासकीय अधिवक्ता(सिविल) ने अपने पत्र में अंकित किया है कि प्रस्तुत प्रकरण में जब तक प्रावृत्त विभाग/कोर्ट से उक्त सम्बन्ध में सहमति प्रदान न की जावे तब तक उक्त सम्पत्ति के बिकी पर रोक लगायी जानी उचित है। जिला शासकीय अधिवक्ता के इस मत से मैं सहमत नहीं हूँ।

इस बारे में स्पष्ट करना है कि सम्बन्धित प्रकरण में किसी न्यायालय द्वारा इस प्रकार की रोक नहीं लगायी गयी है। अपर जिलाधिकारी(वि0/रा0)/जिला निबन्धक द्वारा उप सामान्य निदेशक-1, हरियाणा राज्य सड़क एवं सेतु विकास निगम, पंचकूला (हरियाणा) को हैसियत प्रमाण पत्र हेतु पत्र भेजा गया है तथा प्रतिलिपि तहसीलदार बुलन्दशहर/उप निबन्धक बुलन्दशहर को भेजी गयी है। उससे स्पष्ट होता है कि न्यायालय में वाद लम्बित होने के कारण चल/अचल सम्पत्ति को बेचने की अनुमति प्रदान न करने का निदेशक द्वारा अनुरोध किया गया है अर्थात् अपर जिलाधिकारी, वित्त एवं राजस्व/जिला निबन्धक बुलन्दशहर द्वारा पंजीकरण पर कोई रोक नहीं लगायी गयी है। अपितु उप सामान्य निदेशक-1, हरियाणा राज्य सड़क एवं सेतु विकास निगम, पंचकूला (हरियाणा) निगम का यह पत्राचार किया गया है जो किसी प्रकार की विधिक बाधता नहीं करता है। इस प्रकार उप निबन्धक द्वारा निगमानुसार निबन्धन अधिनियम के अन्तर्गत प्रवेश का निबन्धन किया गया है तथा किसी भी प्रकार के निबन्धन अधिनियम के प्राविधानों का अंशान्वन नहीं किया गया है।

आख्या महोदय की सेवा में अवलोकनार्थ प्रेषित।

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(ओ0पी0 अवरथी)

सहायक महानिरीक्षक निबन्धन,  
बुलन्दशहर।

**AGENDA ITEM NO. 47.04**

**TO TAKE NOTE OF THE STATUS OF THE ACTIVITIES OF ON GOING WORKS.**

The status of the activities of the following ongoing works is given at **Annexures I-IV** as under:

2. Construction of Colony in Deenbandhu Chhotu Ram Thermal Power Project (DCRTPP) at Yamuna Nagar **Annexure - I**
3. Construction of Colony in Rajiv Gandhi Thermal Power Plant, Khedar (Hisar) **Annexure - II**
4. Works under loan scheme. **Annexure - III**
5. Other Projects **Annexure -IV**

The Board is requested to take note of the same.

BUILDING WORKS - DCRTTPP, Yamuna Nagar

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(Rs. In Crores)

Sr. No.	Name of the work	Cost of work (Rs. In crores)	Date of start/ Target date of completion as per Agreement / Actual likely date of completion	Time extension granted, if any.	Grounds of time extension.	Whether LD imposed or not, if yes, amount, if not, reason.	Present status as on 28.02.2012		Target date of final bill in case of completed work	Reasons for delay / remarks
							Physical progress (stage of construction) and % progress	Financial progress (Total Expenditure)		
1	2	3	4	5	6	7	8 (A)	8 (B)	9	10
1	DCRTTPP, Y. Nagar									
1	Construction of CISP at Deshbandhu (Chittoor Ram Thermal Power Project at Yamuna Nagar.	3.82	22/11/2007 21/07/2008 15/02/2009	Yes, upto 15.02.2009	Due to enhanced scope of work	Time extended due to increase in scope of work	100%	6.11	Work completed. Bill submitted by contractor and under scrutiny and shall be finalized after approval of Enhancement case	Work completed delayed due to enhanced scope of work
2	Construction of OHSK at Deshbandhu (Chittoor Ram Thermal Power Project at Yamuna Nagar	0.23	28/11/2007 27/03/2008 30/04/2008	Yes, upto 30.04.2008	Delay due to electric connection by Client for testing	No	100%	0.23	Bill finalized	Work completed. Bill finalized.
3 (a)	Construction of houses at Deshbandhu (Chittoor Ram Thermal Power Project at Yamuna Nagar.	30.47 22.03	19/09/2007 28/12/2008 Agreement Terminated	Yes, upto 30.09.2009	Due to clearance of site on account of CM rally and intervention of Honble High Court	Yes, Rs.3.047 cr		22.03	Work terminated	Agreement terminated 24.08.2009
3(b)	Construction of houses at Deshbandhu (Chittoor Ram Thermal Power Project at Yamuna Nagar (Balance work Group-I)	4.85	05/10/2009 04/03/2010 19/05/2011	Contract Agreement Terminated	Shortage of construction material. Due to increase in scope of work and late handing over of site & store due to tight schedule given earlier.	Yes	Structural work completed. Finishing work in progress (Total progress - 35% of finishing work)	1.78	Work terminated	Agreement terminated on 03.05.2011.
3(c)	Construction of houses at Deshbandhu (Chittoor Ram Thermal Power Project at Yamuna Nagar (Balance work Group-II).	4.42	05/10/2009 04/02/2010 10/05/2011	Contract Agreement Terminated	Shortage of construction material. Due to increase in scope of work and late handing over of site & store due to tight schedule given earlier.	Yes	Structural work completed. Finishing work in progress (Total progress - 45% of finishing work)	2.14	Work terminated	work terminated on 03.05.2011

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Sr. No.	Name of the work	Cost of work (Rs. In crores)	Date of start/ Target date of completion as per Agreement / Actual likely date of completion	Time extension granted, if any.	Grounds of time extension.	Whether (1) imposed or not, if yes, amount, if not, reason.	Physical status as on 28.02.2012		Target date of final bill in case of completed work	Reasons for delay / remarks
							Physical progress (stage of construction) and % progress	Financial progress (Total expenditure)		
1	2	3	4	5	6	7	8 (I)	8 (II)	9	10
4(a)	Balance work for construction of residential houses of Group A 440 sit Block 486, 600 sit Block No. 2, 1220 sit Block no. 2 and 3, 2830 sit Block no. 1 to 6 and 2775 sit Block at DC R11PP, Yamuna Nagar.	5.37	01.03.2012 28.02.2013	-	-	-	-	-	Work in progress	Work allotted recently
(b)	Construction of various houses of (Group B) 440 sit Block 5, 770 sit and 1882 sit Block 7-12 block houses (balance work) in DC R11PP, Yamuna Nagar.	2.25	21.09.2011 20.06.2012	-	-	-	2.96	0.52	Work in progress.	Work allotted recently.
5	Construction of internal roads in Dechandun (Shobha Ram Thermal Power Project at Yamuna Nagar	4.30	14/01/2008 13/07/2008 28.02.2012	Time extension under consideration upto 30.12.2011	Shortage of construction material. Only work of P.C. is balance and shall be got excluded after completion of building. The work of TC left and held up by HSRDC for completion of building.	No	Complete except Permit (Total progress - 90%)	2.28	Work in progress.	Held up for want of completion of Building work.
6	Providing Water Supply, Sewerage & Water Drainage System in Dechandun (Shobha Ram Thermal Power Project at Yamuna Nagar	0.90	01/02/2008 31/07/2008 20/02/2009	Yes, upto 20.02.2009	Site was not clear due to construction of road and building work	No.	100%	1.19	Bill submitted by the Engineer to HSRDC and will be finalized after the approval of Balahampur Case	Work delayed due to enhanced scope of work

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Sl. No.	Name of the work	Cost of work (Rs. In crores)	Date of start/ Target date of completion as per Agreement/ Actual likely date of completion	Time extension granted, if any.	Grounds of time extension.	Whether IDJ imposed or not, if yes, amount, if not, reason.	Present status as on 28.02.2012	Financial progress (Total Expenditure)	Target date of final bill in case of completed work	Reasons for delay/ remarks
1	2	3	4	5	6	7	8 (I)	8 (II)	9	10
7 (a)	Construction of Near Residential Buildings in Decanbathu Chibotlu Ram Thermal Power Project at Yamuna Nagar (Various Buildings - 7 Numbers)	5.43	28/03/2008 27/01/2009 30/06/2012	15.04.2011	Non availability of material due to closure of quarry and in the interest of work	Yes	65%	5.71	Work in progress.	Near buildings out of 7 nos buildings i.e. Subordinate Rest house, Guest House, Staff Club and Field House are completed.
7 (b)	Construction of Near Residential Buildings in Decanbathu Chibotlu Ram Thermal Power Project at Yamuna Nagar (Shopping complex, Dispensary, Bank, Post Office and Maintenance Office). (4 nos)	2.00	15/03/2008 14/01/2009 25/07/2011	15.04.2011	Non availability of material due to closure of quarry and in the interest of work <b>WORK COMPLETED</b>	No	100%	3.54	Bill submitted by the Engineer to HSRDC and will be finalized after the approval of Enhancement Case/N.S. Item case.	All the buildings were completed and handed over on 25.07.2011.
8	Construction of Sewerage Treatment plant in the colony of DKETPP Yamuna Nagar	0.39	05.08.2008 24.08.2008 15.02.2009	Yes, upto 15.02.2009	Due to non availability of raw sewage and subsequent testing	No	100%	0.34	Bill finalized	Work completed
9	Construction of Electrical Sub Station at DCRETTP Yamuna Nagar.	0.44	14.11.2008 13.02.2009 31.03.2009	Yes, upto 31.03.2009	Due to increase scope of work	No	100%	0.83	Final bill submitted by the Engineer and will be finalized after the approval of Enhancement case	Work completed
10	Providing of 11 KV Sub Station including electric supply to buildings and street lights in Decanbathu Chibotlu Ram Thermal Power Project at Yamuna Nagar	4.20	26/03/2008 25/03/2009 30/04/2010	Time extension under consideration upto 30.04.2010	Due to non completion of road and building work	No	100%	4.33	Bill finalized	Work completed

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BUILDING WORKS - RCTTP, Khedar, Hisar

Annexure - II

Sr. No.	Name of the work	Cost of work (Rs. In crores)	Date of start/ Target date of completion as per Agreement / Actual likely date of completion	Time extension granted, if any.	Grounds of time extension.	Whether T/D imposed or not, If yes, amount, If not, reason.	Present status as on 30.11.2011		Target date of final bill in case of completed work	Reasons for delay
							Physical progress (stage of construction) and % progress	Financial progress (Total Expenditure)		
1	2	3	4	5	6	7	8 (A)	8 (B)	9	10
1	Construction of 144 Nos Type V and 24 Nos Type VI Houses in the campus of RCTTP at Khedar in Hisar Distt.	32.29 Work likely to be enhanced upto 48.00 crs.	12.09/08 11.03/10 30.04.2012	Time extension granted upto 30.04.2011 and further upto 30.11.11 is under consideration.	Amount to work to be done is likely to be increased upto an amount of Rs. 48.00 crores approximately.	No, as the agency had achieved the various milestones by the due date.	All the works completed except the provision of elevators. Material for 4 nos lifts has been received and work will be completed by 30.04.2012	46.357	---	Work for the amount of agreement completed by the scheduled date of completion. The delay in work is due to the reason that the scope of work increased tremendously due to excessive foundation work on account of much higher D.P.C. level and due to delay in deposit of funds by the IPRCT, the client department.
2	Construction of CTSF campus and non residential buildings in the campus of RCTTP at Khedar in Hisar Distt.	15.9 Work likely to be enhanced upto 27.50 crs.	01.10.08 31.12.09 Work completed	Time extension granted upto 31.03.2011 and further upto 31.10.11 is under consideration.	A amount to work to be done is likely to be increased upto an amount of Rs. 27.50 crores approximately.	No, as the agency had achieved the various milestones by the due date.	All the works of construction of CTSF campus and non residential buildings stand completed.	26.53	---	Work for the amount of agreement completed by the scheduled date of completion. The delay in work is due to the reason that the scope of work increased tremendously due to excessive foundation work on account of much higher D.P.C. level and due to delay in deposit of funds by the IPRCT, the client department.

Sl. No.	Name of the work	Cost of work (Rs. In crores)	Date of start/ Target date of completion as per Agreement / Actual likely date of completion	Time extension granted, if any.	Grounds of time extension.	Whether I.D. imposed or not, if yes, amount, if not, reason.	Present status as on 30.11.2011		Target date of final bill in case of completed work	Reasons for delay
							Physical progress (stage of construction) and % progress	Financial progress (Total Expenditure)		
1	2	3	4	5	6	7	8 (I)	8 (II)	9	10
3	Construction of 48 nos. type - II, 96 nos. type - III, 96 nos type - IV (G+3 storey) 8 nos type - VII (D duplex) and 1 no type VIII (D duplex) Houses in the campus of KCTPP at Khechar in Hissar Distt.	22.79 Work likely to be enhanced upto <b>41.30</b> crs.	20.11.08 19.07.10 31.03.12	Time extension granted upto 30.04.2011 and further upto 30.11.11 is under consideration.	Amount to work to be done is likely to be increased upto an amount of Rs. 41.30 crores approximately.	No, as the agency had achieved the various milestones by the due date.	Work of type II, 48 nos type III, 48 nos type IV, type VII, type VIII, electric sub station (100'x30'), electric sub station (40'-6"x30') completed. Balance 48 nos type III houses are likely to be <b>completed by 31.03.2012</b>	43.72	---	Work for the amount of agreement completed by the scheduled date of completion. The delay in work is due to the reason that the scope of work increased tremendously due to excessive foundation work on account of much higher D.P.C. level and due to delay in deposit of funds by the HPKCT, the client department.
4	Construction of Internal Roads in the campus of KCTPP at Khechar in Hissar Distt.	2.52 Work likely to be enhanced upto <b>3.85</b> crs.	11.11.08 10.05.09 29.05.12	Upto 31.10.2011	The site of various roads was not clear due to accumulation of various building materials on the alignment of various roads.	No, as the work was not delayed due to fault of the contractor.	The item of laying balance bituminous macadam, part works of footpath and fixing of kerb stones and precast carpet are pending. The original agency is not executing the balance work. Agreement stands terminated and fresh tender invited and got allowed to the lowest agency i.e. M.S. Badaji Construction Co. and stipulated date of <b>completion is 29.05.2012</b>	2.1945	---	The site of various roads was not clear due to accumulation of various building materials on the alignment of various roads at the initial stage and the work was delayed later on due to delay in deposit of funds by the HPKCT, the client department.
5	Construction of CHSR of 3.0 Lacs Lits. Capacity in the campus of KCTPP at Khechar in Hissar Distt.	0.30	10.02.09 09.06.09 02.07.09	---	---	---	Work completed.	0.3045	Final bill passed.	---

Sl. No.	Name of the work	Cost of work (Rs. In crores)	Date of start/ Target date of completion as per Agreement/ Actual likely date of completion	Time extension granted, if any.	Grounds of time extension.	Whether I.D. imposed or not, if yes, amount, if not, reason.	Present status as on 30.11.2011		Target date of final bill in case of completed work	Reasons for delay
							Physical progress (stage of construction) and % progress	Financial progress (Total Expenditure)		
1	2	3	4	5	6	7	8 (I)	8 (II)	9	10
6	Construction of storm water drain and water supply system in the campus of RCTPP at Kheedar in Hissar Dist.	2.35	10.02.09 09.08.09 31.10.11	Upto 30.04.2011	The site of was not clear due to non-execution of work of earthfilling in time by the H.P.G.C.L. and accumulation of various building materials on the alignment of various lines.	No. as the work was not delayed due to fault of the contractor	100% water supply line, sewerage line and storm water line completed. Additional work of rain water harvesting, as per increased scope of work, is in progress. Individual connections to each of the buildings is being made on completion of the same.	2.33	---	The site of was not clear due to non-execution of work of earthfilling in time by the H.P.G.C.L. and accumulation of various building materials on the alignment of various lines at the initial stage and the work was delayed later on due to delay in deposit of funds by the H.P.G.C.L. the client department.
7	Construction of Sewerage treatment plant in the campus of RCTPP at Kheedar in Hissar Dist.	0.42 Work likely to be enhanced upto 0.45crs.	22.10.08 21.02.09 30.09.09	---	---	No. as there was no provision of I.D. in the agreement.	Work completed.	0.4725	---	---
8	Construction of Boundary wall (Retaining wall type) around the township of RCTPP at Kheedar in Hissar Dist.	4.84 Work likely to be enhanced upto 5.27crs.	09.03.09 08.01.10 31.01.10	Upto 31.10.10 due to additional work of 2nd entry to the colony, but now this additional work is being executed by the H.P.G.C.L. at their level.	---	No. as the agency had achieved the various milestones by the due date.	Work completed.	4.641	The bill will be finalized only after the decision of additional scope of work.	---

Sr. No.	Nature of the work	Cost of work (Rs. In crores)	Date of start/ Target date of completion as per Agreement/ Actual likely date of completion	Time extension granted, if any.	Grounds of time extension.	Whether LD imposed or not, if yes, amount, if not, reason.	Present status as on 30.11.2011		Target date of final bill in case of completed work	Reasons for delay
							Physical progress (stage of construction) and % progress	Financial progress (Total Expenditure)		
9	Providing 11 KV electrical Sub-station and connection to various houses/buildings and providing street lighting in the campus of R.G.C.T. at Khechar.	3.45	01.06.09 30.11.09 30.11.11	Upto 31.03.11	The site of laying various under ground cables was not clear due to non execution of earthing in time by the H.P.G.C.L. and accumulation of various building materials on the route of laying under ground cables.	No. as the work was not delayed due to fault of the contractor.	8 (I) Both the electrical sub-stations have been set up and commissioned. Work of laying H.T. cables has been completed. Work of laying L.T. cables from sub-stations to feeder panels for all the buildings completed except staff club and transit accommodation (2nd block). Street light commissioned from main entry gate to field hostel, CSF barracks, (3rd-VIII, cat-II, cat-V(block-A)) houses and transit accommodation. Work Completed	8 (II) 3.26	---	The site of laying various under ground cables was not clear due to non execution of earthing in time by the H.P.G.C.L. and accumulation of various building materials on the route of laying under ground cables and due to delay in deposit of funds by the H.P.G.C.L. the client department
10	Supplying installation testing and commencing of 8 no elevator of 8 passengers in type V & VI houses	1.29 Work likely to be enhanced upto 1.38crs.	21.08.09 20.02.10 30.04.12	Upto 30.11.11	Due to delay in construction of buildings where elevators are to be installed	No. as the work was not delayed due to fault of the contractor.	Installation of four nos elevators completed in type-V houses. The work is likely to be completed by 30.04.2012	0.5775	---	The work has been delayed due to delay in construction of buildings and due to delay in deposit of funds by the H.P.G.C.L.

Sr. No.	Nature of the work	Cost of work (Rs. In crores)	Date of start/ Target date of completion as per Agreement/ Actual likely date of completion	Time extension granted, if any.	Grounds of time extension.	Whether 1) imposed or not, if yes, amount, if not, reason.	Present status as on 30.11.2011		Target date of final bill in case of completed work	Reasons for delay
							8 (I) Physical progress (stage of construction) and % progress	8 (II) Financial progress (Total Expenditure)		
1	2	3	4	5	6	7	8 (I)	8 (II)	9	10
11	Providing Electric fixtures in residential and non residential buildings all KCTPP, Khechar in Hisar district.	0.99	30.11.2011	30.03.2012	---	---	Fixing of ceiling fans, exhaust fans, tube lights is being done simultaneously with the completion of each building. The work is likely to be completed by 30.03.2012	0.81	---	The work has been delayed due to delay in construction of buildings and due to delay in deposit of funds by the IPRCT.
<b>TOTAL</b>								<b>131.20</b>		

OTHER WORKS (9054) - ROADS

Sr. No.	Name of the Project	Agreement Amount	Project Amount	Schedule date of Start / Schedule Completion as per Agreement / Revised likely date of completion	Time extension granted, if any, upto which date which granted	At the time of execution	At the time of tender	At the time of grant of time extension	Whether LID imposed or not, if any, amount & if not, reason.	Target date of final Bill in case of completed work	Total expenditure against the Contract upto 28.02.2012 (In Crore)	Physical progress on weighted average
1						Nil	Nil	Nil	No	9	10	11
1 (a)	The widening of Dredhoor Malimoh road and link in Yammou Niger District	39.00		02.04.2009 01.02.2010 28.02.2011	Yes, upto 28.02.2011	NA	Electric poles full stretch of 13.280 km Trees - full stretch of 13.280 km	Electric poles - full stretch of 13.280 km at the time of 1st EOT i.e. on 07.08.2009 & in a stretch of 300 mtr during 2nd EOT i.e. on 18.01.2010 Trees - in a stretch of 13.280 km during 1st EOT and Nil at the time of 2nd EOT Nil during 3rd and 4th EOT	No	Work stands completed and Bill will be finalized after approval of N.S. Items	29.50	100%
1 (b)	Construction of steel bridge on Jhikah Kadan (3rd) Kolumbu road at Begumpur Canal (Bhadr) Yamuna Nagar	1.73	45.00	13.07.2009 13.12.2009 31.01.2012	Yes, upto 30.04.2011					Work stands completed and Bill will be finalized after approval of N.S. Items / Enhancement case	1.43	100%
2 (a)	Hyperbolic of Chandanmohr Adah road at Bahelkela district (Rs. 19.80 cr)	19.00		01.05.2009 31.02.2010 16.08.2011	Yes, upto 16.08.2011	NA	Electric poles full stretch of 6.10 km Trees - full stretch of 6.10 km	Electric poles - full stretch of 6.10 km Trees - in a stretch of 3 km Nil during 3rd and 4th EOT	No	Work Completed and final bill submitted by the agency to CPA and final Bill yet to be submitted by CPA to ISRDIC	18.52	100%
1 (b)	Indore work of Chandanmohr Adah road (Rs. 12.50 cr)	12.50	31.50	25.09.2010 24.01.2011 22.10.2011	Yes, upto 22.05.2011	NA	Nil	Nil	No	Work Completed and final bill submitted by the agency to CPA and final Bill yet to be submitted by CPA to ISRDIC	9.74	100%

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Pg-5





Sr No	Name of project. (Category)	Length (km) Sanct. date	Project amount NCRPB share (In crore)	Loan Asst. Recd. from NCRPB till date	Sch. Comp. / Rev. Comp. / Stipulated / Revised date of compl. as per NCRPB	Expenditure (In Crores)						REMARKS/ PHYSICAL PROGRESS		
						Cumm. upto Sept. 31-03-10 (In crore)	Cumm. upto March 2011 (In Crores)	Cumm. upto Jan-2012 (In Crores)	Expend during Feb-2012 (Rs. crore)	Cumm. upto Feb-2012 (In Crore)	During 2011-12 (01/04/11 to 29-02-2012) (In crore).			
1														
3	Satepat Kharkhodu Sampla road (SH 20). (km 10.125 to 43.400) (STATE HIGHWAY)	33.275 28.11.07	54.0622 40.5467	40.5467	02.07.2008 01.01.2010 30.09.2011 30.09.2011	13.1085	25.1698	33.6727	0.0000	33.6727	8.5029	UC & CC STANDS SUBMITTED VIDE THIS OFFICE MEMO NO. 5/NCR DATED 5.01.2012	Work Physically Completed 30-09-2011	
	Sub Total	33.275	54.0622	40.5467		13.1085	25.1698	33.6727	0.0000	33.6727	8.5029			
4	Sampla Jhagar road (SH 20). (km. 44.120 to 65.460) (STATE HIGHWAY)	21.34 28.11.07	33.9895 25.4921	25.4921	02.07.2008 01.01.2010 30.09.2010 30.09.2010	34.0357	42.0485	41.5579	0.0000	41.5579	-0.4906	UC & CC STANDS SUBMITTED VIDE THIS OFFICE MEMO NO. 5/NCR DATED 5.01.2012	COMPLETED (30-09-2010)	
	Sub Total	21.34	33.9895	25.4921		34.0357	42.0485	41.5579	0.0000	41.5579	-0.4906			
	Sub Total	21.34	33.9895	25.4921		34.0357	42.0485	41.5579	0.0000	41.5579	-0.4906			

Sr No	Name of project (Category)	Length (km)	Project amount NCRPP share (In crore)	Loan Asst. Recd. from NCRPP till date	Sch. Comp. / Rev. Comp. / Stipulated / Revised date of complt. as per NCRPP	Expenditure (In Crores)						During 2011-12 (01/04/11 to 29-02-2012) (In crore)	Status of Utilization Certificate and completion certificate	REMARKS/ PHYSICAL PROGRESS
						Cumm. expdt. upto 31-03-10 (In crore)	Cumm. Expdt. upto March 2011 (In Crore)	Cumm. Expdt. upto Jan-2012 (In Crore)	Expdt. during Feb-2012 (Rs. crore)	Cumm. upto Feb-2012 (In Crore)	10			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	
5	Improvement of Jhingar Jahnogran (Chandhakwas Dabri road (SH-20) Km. 74.540 to 95.150) (STATE HIGHWAY)	20.61 28.11.07	39.37 29.5249	29.5249	02.07.2008 01.01.2010 30.09.2010 30.09.2010	35.9950	43.3336	45.5136	0.0000	45.5136	2.1800	UC & CC STANDS SUBMITTED VIDE THIS OFFICE MEMO NO. 5/NCR DATED 5.01.2012	COMPLETED (30-09-2010)	
	Sub Total	20.61	39.37	29.5249		35.9950	43.3336	45.5136	0.0000	45.5136	2.1800			
6	Jhingar to Farukh Nagar Gurgaon (SH 15 A) (km 5.30 to 46.250) (STATE HIGHWAY)	40.75 5.03.08	92.9803 69.7353	62.7553	02.07.2008 01.01.2010 30.09.2010 30.09.2010	53.4093	81.7165	87.5049	0.0000	87.5049	5.7884	UC & CC STANDS SUBMITTED VIDE THIS OFFICE MEMO NO. 5/NCR DATED 5.01.2012	COMPLETED (30-09-2010)	
	Sub Total	40.750	92.9803	62.7553		53.4093	81.7165	87.5049	0.0000	87.5049	5.7884			

Sr No	Name of project. (Category)	Length (km) Sanct. date	Project amount NCRPB share (in crore).	Loan Asst. from NCRPB till date	Sch. Comp. / Rev. Comp. / Stipulated / Revised date of compln. as per NCRPB	Expenditure (in Crores)							REMARKS/ PHYSICAL PROGRESS
						cum. expdt. Up to 31-03-10 (in crore).	Cum. Expdt. Up to March 2011 (in Crore)	Cum. Expdt. upto Jan-2012 (in Crore)	Expd. during Feb-2012 (Rs. crore)	Cum. expdt. upto Feb-2012 (in Crore)	During 2011-12 (01/04/11 to 29-02-2012) (in crore).		
1	2	3	4	5	6	7	8	9	10	11	12	13	14
7	Widening and upgradation of Rat Nagra Bahadurgarh road (MDR 139) km 0.00 to 37.40 (MDR)	37.40 28.11.07	72.31 54.23	54.2300	02.07.2008 01.10.2009 28.02.2011 31.07.2009	59.0898	71.5708	69.7499	0.0000	69.7499	-1.8209	UC & CC STANDS SUBMITTED VIDE THIS OFFICE MEMO NO. S/NCR DATED 5.01.2012	COMPLETED (28-02-2011)
	Sub Total	37.400	72.31	54.2300		59.0898	71.5708	69.7499	0.0000	69.7499	-1.8209		
8	Rohink-Kharkhoda Delhi Border (Bhalaui Kharkhoda Delhi Border including Kharkhoda Bypass) (SI-18) (km 10.200 to 40.760)(STATE HIGHWAY)	30.56 5.03.08	73.8046 55.3535	51.3720	02.07.2008 01.10.2009 28.02.2011 31.07.2009	59.6221	56.7188	62.8175	0.0011	62.8186	6.0998	UC & CC STANDS SUBMITTED VIDE THIS OFFICE MEMO NO. S/NCR DATED 5.01.2012	COMPLETED (28-02-2011)
	Sub Total	30.5600	73.8046	51.3720		59.6221	56.7188	62.8175	0.0011	62.8186	6.0998		
			55.3535										

41

Sr No	Name of project. (Category)	Length (km) Sanct. date	Project amount NCRPB share (In crore).	Loan Asst. from NCRPB till date	Sch. Start / Rev. Comp. / Stipulated / Revised date of compln. as per NCRPB	Expenditure (In Crores)												REMARKS/ PHYSICAL PROGRESS
						7	8	9	10	11	12	13	14					
9	Widening & strengthening of Hoshal Nakh Purandi-Paranda road (km 0.000 to km 96.775) (MDR-132)	96.70 5.03.08	239.8743 179.90	179.9000	28.07/2008 28.04.2010 15.06.2011 03/2011	183.1000	229.4344	234.2702	0.0267	234.2969	4.8625	UC & CC STAND RESUBMITTED VIDE THIS OFFICE MEMO NO. 338/NCR DATED 18.11.11 AFTER COMPLYING WITH THE OBSERVATIONS.	COMPLETED (15.05.2011)					
	<b>Sub Total</b>	<b>96.70</b>	<b>239.87</b> <b>179.90</b>	<b>179.9000</b>		<b>183.1000</b>	<b>229.4344</b>	<b>234.2702</b>	<b>0.0267</b>	<b>234.2969</b>	<b>4.8625</b>							
10	Four laning, widening & strengthening of Gurgoon-Nakh-Rajasthan border (SI 13) (km 7.200 to 95.890) (STATE HIGHWAY)	88.69 5.03.08	347.9757 261.00	261.0000	24.07.2008 24.07.2010 30.06.2011 03/2011	191.9286	293.3356	346.0000	3.5949	349.5949	56.2593	UC & CC STANDS SUBMITTED VIDE THIS OFFICE MEMO NO. 10/NCR DATED 10.01.2012	COMPLETED (30.06.2011)					
	<b>Sub Total</b>	<b>88.69</b>	<b>347.98</b> <b>261.00</b>	<b>261.0000</b>		<b>191.9286</b>	<b>293.3356</b>	<b>346.0000</b>	<b>3.5949</b>	<b>349.5949</b>	<b>56.2593</b>							

42



Sr No	Name of project (Category)	Length (km) Sanct. date	Project amount NCRPB share (In crore).	Loan Asst. Recd. from NCRPB (In date)	Sch. Comp. / Rev. Comp. / Stipulated / Revised date of compl. as per NCRPB	Expenditure (In Crores)							REMARKS/ PHYSICAL PROGRESS
						cumm. expdt. Up to 31-03-10 (In crore).	Cumm. Expdt. Up to March 2011 (In Crore)	Cumm. Expdt. upto Jan-2012 (In Crore)	Expdt. during Feb-2012 (Rs. crore)	Cumm. Expdt. upto Feb-2012 (In Crore)	During 2011-12 (01/04/11 to 29-02-2012) (In crore).	Status of Utilization Certificate and completion certificate	
1	2	3	4	5	6	7	8	9	10	11	12	13	14
12	New construction of roads from (i) Kailaha to NH 8 (4.26 Km length) (ii) Sheeraj Magra to Sheeraj (4.26 Km length) (iii) Bauriwas to NH 8 (4.257 Km length) (iv) Rajka to Asandpur (2.040 Km length) (v) Bhikner to Gurukawas (2.057 Km length) (vi) New link Rewari Jhajar road to Rewari Nathmal road via Rewari Badri road (5.14 Km length) (If to VIALL ODR) (The expenditure includes the L.A Cost of Ra.18,00cr.) (Time extension granted in the 46th Meeting of PSMGT held on 04-08-2011)	22.014 30.12.08	41.40 31.05	25.8000	15.05.2009 14.05.2010 31.12.2012 31.03.2012	18.1152	23.7859	25.0972	0.0808	25.1780	1.3921	NOT COMPLETED YES	Work reallocated & letter to proceed issued vide T/o Memo No.793 dt 03-02-2012 Likely date of completion 31.12.12
	<b>Sub Total</b>	<b>22.014</b>	<b>41.400</b>	<b>25.8000</b>		<b>18.1152</b>	<b>23.7859</b>	<b>25.0972</b>	<b>0.0808</b>	<b>25.1780</b>	<b>1.3921</b>		
			<b>31.050</b>										

44

Sr No	Name of project. (Category)	Length (km)	Project amount NCRPB share (in crore).	Loan Ast. Recd. from NCRPB till date	Sch. Comp. / Rev. Comp. / Stipulated / Revised date of compl. as per NCRPB	Expenditure (in Crores)							REMARKS/ PHYSICAL PROGRESS
						7	8	9	10	11	12	13	
1	2	3	4	5	6	7	8	9	10	11	12	13	14
<b>DGM-IV, HSRDC Rohtak</b>													
13	Improvement of Jhaljar Dhanur Beti road. (ODR)	11.5 30.12.08	29.34 22.00	17.5000	01.04.2009 30.09.2010 31.03.2011 31.12.2010	16.7232	21.1480	27.5739	0.0000	27.5739	6.4289	DC & CC YET TO BE SUBMITTED	COMPLETED (31.03.2011)
14	Improvement of Dighal Beti Jhaljargadh road (ODR)	15.635 30.12.08	42.86 32.15	20.8900	01.04.2009 30.09.2010 31.03.2012 30.09.2011	11.9967	30.0757	32.2290	0.0000	32.2290	2.1533	YET TO BE SUBMITTED	Work completed (31-01-2012)
15	Improvement of Bahadurgadh Chhaura Dighana Beti Kalanapur road.(MDR)	57.00 30.12.08	128.65 96.49	71.7400	01.04.2009 30.09.2010 31.10.2011 30.09.2011	40.2317	99.2114	101.9224	0.0000	101.9224	2.7110	UC & CC YET TO BE SUBMITTED	Physically Completed (31.10.2011)

45

Sr No	Name of project. (Category)	Length (km) Sanc. date	Project amount NCRPB share (in crore).	Loan Assst. from NCRPB till date	Sch. Comp. / Rev. Comp. / Stipulated / Revised date of compl. as per NCRPB	Expenditure (in Crores)							REMARKS/ PHYSICAL PROGRESS
						cumu. upto 31-03-10 (in crore).	Cumm. upto March 2011 (in Crore)	Cumm. upto Jan-2012 (in Crore)	Expd during Feb-2012 (Rs. crore)	Cumm. upto Feb-2012 (in Crore)	During 2011-12 (01/04/11 to 29-02-2012) (in crore).	Status of Utilization Certificate and completion certificate	
1	2	3	4	5	6	7	8	9	10	11	12	13	14
<b>DGM-I, HSRDC, GURGAON</b>													
16	Improvement of Jodal Pundhan Bapina road (MDR-131)	40.20 30.12.08	82.12 61.59	45.8400	15.05.2009 14.08.2010 31-03-2012 31.12.2011		36.4430	57.1959	1.1202	58.3161	21.8731	NOT COMPLETED YET	Physical progress 98% shall be completed by 31-03-2012
17	Improvement of road from Palwal Haddia road to Uttarwar Sikrawa to Bhadas road (Uttwar to Bhadas Section) (MDR-135)	19.881 30.12.08	60.02 45.02	1.5200	15.05.2009 14.08.2010 30-06-2012 31.03.2012	34.070	16.4541	33.9515	0.2744	34.2259	17.7718	NOT COMPLETED YET	Physical progress 80% shall be completed by 30-06-2012
18	Burra Kothi Punhana road (ODRI)	26.80 30.12.08	53.58 40.19	32.0100	15.05.2009 14.08.2010 30-06-2012 31-03-2012		15.4038	26.0222	1.3331	27.3553	11.9515	NOT COMPLETED YET	
<b>Sub Total</b>		<b>171.016</b>	<b>396.570</b>	<b>189.500</b>		<b>103.022</b>	<b>218.736</b>	<b>278.895</b>	<b>2.728</b>	<b>281.623</b>	<b>62.887</b>		
			<b>297.450</b>										

46



Sr No	Name of project (Category)	Length (km) Sanct. date	Project amount NCRPB share (In crore)	Loan Aest. from NCRPB till date	Sch. Comp. / Rev Comp. / Stipulated / Revised date of compl. as per NCRPB	Expenditure (In Crores)							REMARKS/ PHYSICAL PROGRESS	
						curr. upto 31-03-10 (In crore)	Cum. Expt. upto March 2011 (In Crore)	Cum. Expt. upto Jan-2012 (In Crore)	Expt during Feb-2012 (Re. crore)	Cum. Expt. upto Feb-2012 (In Crore)	During 2011-12 (01/04/11 to 29-02-2012) (In crore)	Status of Utilization Certificate and completion certificate		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	
<b>PROJECTS SANCTIONED IN THE 44th MEETING OF PBMG-I ON DATED 25-11-09</b>														
<b>(DGM-II, HSRDC, GURGAON )</b>														
19	Gurgaon Parauhi Road From RD 5.80 To 17.800 (SAH)	12.2					1.9294	8.4492		13.4932	11.5638			
			6.97				2.2212	4.7548		4.7548	2.5336			
			4.99	90.36	23.72	02.03.2010 11.06.2011 30.09.2012 OCT-2011	0.8700	1.2617	3.1542	5.0440	3.1542	1.8925	NOT COMPLETED YET	In Progress (Physical Progress 45%)
			4.42					0.6403	3.0902		3.0902	2.4498		
20	Parauhi To Khandewal Van Rampura Jataulu Road from Rd 0 To 8.39 (ODR)	8.39					4.1604	7.6748		10.0344	5.8740			
			8.20	31.57	9.47		8.8618	11.3037	2.3596	11.3037	2.4419			
			45.17	121.93	33.19		0.8700	19.0748	38.4268	7.4036	45.8304	26.7556	NOT COMPLETED YET	In Progress (Physical Progress 77%)
	Sub Total		91.45											

47

Sl. No.	Name of project (Category)	Length (km)	Project amount NCRPS share (In crore)	Loan Asst. Recd. from NCRPS till date	Sch. Comp. / Rev. Comp. / Stipulated / Revised date of compl. as per NCRPS	Expenditure (In Crores)							REMARKS / PHYSICAL PROGRESS						
						cum. upto 31-03-10 (In crore)	Cum. upto March 2011 (In Crore)	Cum. upto Jan-2012 (In Crore)	Expend. during Feb-2012 (Rs. crore)	Cum. upto Feb 2012 (In Crore)	During 2011-12 (01/04/11 to 29-02-2012) (In crore)	Status of Utilization Certificate and completion certificate							
1	DGM-IV, HSRDC Rohtak	3																	
1	Four lining Kohlak Bahwan road (S.H)	22.31	81.74 61.31	15.33	20.07.2010 19.10.2011 31.03.2012 APRIL-2012	0.0000	8.3408	56.5267	10.7806	67.3073	58.9665		NOT COMPLETED YET	In Progress (Physical Progress 90%)					
2	Four lining of Kohlak Hsar road (Km 91.6 to 113.91) from drain No. 8 to Bahujanapur (KM 79.2 to 86.8) in retake to 86.8] in Kohlak District (ODR)	7.6	31.95 23.96	17.97		0.0000	9.3474	31.6625	0.5548	32.2173	22.8699		NOT COMPLETED YET	In Progress (Physical Progress 95%)					
3	Improvement of Punhana to Jarkhan road km. 0.00 to km. 6.780 in Mevat dist. Haryana (ODR)	6.7800	21.61 16.20	16.20	24.08.2010 23.04.2011 30.06.2011 31.12.2011	0.0000	12.6870	21.3450	0.0003	21.3453	8.6583		UC & CC STANDS SUBMITTED VIDE THIS OFFICE MEMO NO. 10/MCR DATED 10.01.2012	COMPLETED (30-06-2011)					
4	Provision of service lane and drains on Chirpota Nuh Alwar road (SH)	14.0000	36.24 27.18	6.79	24.08.2010 23.04.2011 31.12.2011 30.06.2012	0.0000	6.3676	27.9110	0.0000	27.9110	21.5434		Shall be submitted shortly	Physically completed (31-12-2011)					
	<b>Sub Total</b>	<b>50.6900</b>	<b>171.54 128.65</b>	<b>56.29</b>		<b>0.0000</b>	<b>36.7428</b>	<b>137.4452</b>	<b>11.3357</b>	<b>148.7809</b>	<b>112.0381</b>								

48

Sr No	Name of project (Category)	Length (km)	Project amount NCRPB share (in crore)	Loan Asst. from NCRPB till date	Sch. Comp. / Rev. Comp. / Revised date of compl. as per NCRPB	Expenditure (in Crores)						Status of Utilization Certificate and completion certificate	REMARKS/ PHYSICAL PROGRESS
						7	8	9	10	11	12		
1	2	3	4	5	6	7	8	9	10	11	12	13	14
25	Improvement of 9no. Roads in Jhaguar Dist. by raising, widening, sig. and						0.0000						
I	Jhaguar, Talao, Chhinchukans road (ODR)	13.46			Allocated on 29.03.2011		0.0338						
II	Badli to Durma via Ladpur Murumpur (ODR)	11.43					0.5255						
III	Badli Peipa Sarda Yekulpur road (ODR)	9.8					0.2235						
IV	Jhanti Mohanbari Approach road (ODR)	3.235			06.06.11 05-12-12		0.1562						
V	Beri, Rohrak road (ODR)	8.56					0.0000						
VI	Subana (SH-22) Saraha Ahir road (ODR)	6.64	169.98 127.48	49.220		0.0000	0.0049	52.4463	7.3207	59.7670	58.7904	NOT COMPLETED YET	In Progress (overall physical progress 40%)
VII	Patauda (MDR-132) Jhanti Sunyan Kahari Machrol (NH-71)(ODR)	10.08					0.0050						
VIII	Jhaguar Farukhnagar road (SH115A) Mubarakpur Ismailpur Mundaikhera (MDR-136) Badli, Iqbalpur Gadbipur upto Dist Border (ODR)	11.755					0.0000						
IX	Gawlisson (VT) Khert- hosdarpur karodha-RAIYA(SH-22) SALODIHA (ODR)	15.02					0.0277						
	Sub Total	89.9800	169.98 127.48	49.220		0.0000	0.9766	52.4463	7.3207	59.7670	58.7904		

49

Sr No	Name of project (category)	Length (km) Sanct. date	Project amount share (In crore)	Loan Asst. Recd. from NCRPB till date	Sch. Comp. / Rev. Comp. / Stipulated / Revised date of compl. as per NCRPB	Expenditure (In Crores)												REMARKS/ PHYSICAL PROGRESS
						7	8	9	10	11	12	13	14					
1	2	3	4	5	6	7	8	9	10	11	12	13	14					
26	Improvement of 3no. Kauda in Sonapat Dist.				Allocated on 29.03.2011													
4)	Wdg. Sfg. Khanakhoda to Assodim road in Sonapat dist.(ODR)	68.4910	125.40 94.05	36.3200	08.05-11 07-12-12	0.000	1.3679 1.3704	3.4895 4.8305	0.0000 0.0801	3.4895 4.9106	2.1216 3.5402	NOT COMPLETED YET	In Progress (overall physical progress 15%)					
4)	Wdg. Sfg. Sonapat-Mehlana Panarua road in Sonapat dist (ODR)						2.6496	11.2788	0.0049	11.2836	8.6340							
III)	Wdg. Sfg. (Johana Sivan road in Sonapat dist (ODR)	7.680	62.92 39.45		Allocated on Dated 07.06.11	0.0000	0.0451	6.6431	0.0662	6.7093	6.6641	NOT COMPLETED YET	In Progress (overall physical progress 35%)					
					27-07-11 26-07-12													
	Sub Total	76.171	188.32	50.130		0.0000	5.4330	26.2419	0.1611	26.3930	20.9600							
	TOTAL	869.491	2209.877	1212.635		815.968	1234.841	1573.168	35.650	1608.818	373.977							
			1649.688															

50

**STATUS OF WORKS UNDER NCRPB AS PER TOTAL EXPENDITURE INCURRED/Position as on 29-02-2012)**  
**On going projects approved by NCRPB (ROBs)**

Sr. No.	Name of project. NCRPB sanction date (Category)	Length (km)	Project amount (Rs. In crore).	Loan Asst. Recd. from NCRPB till date	Sch. Comp. / Rev. Comp. / Stipulated / Revised date of compl. as per NCRPB	FINANCIAL PROGRESS AS PER PROJECT AMOUNT & TOTAL EXPENDITURE						Status of Utilization and completion certificate	REMARKS/ PHYSICAL PROGRESS
						cumm. expdt. upto 31-03-2010	Cumm. Expdt. upto March 2011 (In Crore)	Cumm. Expdt. upto Jan-2012 (In Crore)	Expdt. upto during Feb-2012 (Rs. crore)	Cumm. Expdt. upto Feb-2012 (In Crore)	During 2011-12 to 29-02-2012 (In crore).		
1	2	3	4	5	6	7	8	9	10	11	12	13	14
	[ROBs]												
28	2 Lane ROB at Railway crossing No. 19-C on Subana-Koshi-Nahar-Kanina road near Koshi Railway Station at Rewari-Hissar-Bhatinda Railway line Km 28½ in Rewari District (SH)		19.47 7.97	7.97	04.11.2008 31.05.2010 31.10.2011 31.10.2011	8.6198	14.5029	17.7179	0.0024	17.7204	3.2175	NOT YET SUBMITTED	Work Physically Completed (31.10.11)
29	Proposed 2 Lane ROB at level crossing No. 420a Delhi Ambala Railway line at Samalkha Chalkana road at KD 1.00 Km in Panipat District (30-12-2009) (ODR)		21.2445 8.75	8.75	11.05.2009 10.05.2010 31-03-2012 31.12.2011	4.3330	11.7392	15.2668	0.0001	15.2669	3.5277	NOT COMPLETED YET	Physical progress 88%, Delayed due to Railway portion delay Likely date of completion June 2012
	TOTAL	0.0000	61.7366	16.72		12.9528	26.242	32.9848	0.0025	32.9872	6.7451		
	GRAND TOTAL	869.4910	2271.6139	1229.36		828.9212	1261.083	1606.1531	35.6522	1641.8053	380.7226		
			1674.8959										

**STATUS OF WORKS UNDER NCRPB AS PER TOTAL EXPENDITURE INCURRED/Position as on 29-02-2012)**

Completed projects approved by NCRPB(ROADS)

Sr No	Name of project. (Category)	Length (km) Sanct. date	Project amount NCRPB share (In crore).	Loan Asst. Recd. from NCRPB till date	Schd. Start / Sch. Comp. / Rev. Comp. / Stipulated / Revised date of compln. as per NCRPB	Expenditure (In Crores)				Status of Utilization Certificate and completion certificate	REMARKS/ PHYSICAL PROGRESS
						cumm. expdt. upto 31-03-10 (In crore).	Cumm. Expdt. upto March 2011 (In Crore)	Cumm. Expdt. upto Feb-2012 (In Crore)	During 2011-12 (01/04/11 to 29-02-2012) (In crore).		
1	2	3	4	5	6	7	8	9	10	11	12
<b>EE PD-I, Sonapat</b>											
1	Construction of bypass at Kharkhoda. (Km 0.00 to 5.512) (ODR)	5.512 9.8.07	16.74 12.5550	12.5550	20.12.2007 19.12.2008 15.06.2008 ----	14.5516	14.6516	14.6516	0.0000	UC & CCS stand submitted vide this office memo No. 140/NCR dated 16.02.2010 & 1144/HSRDC dated 26.02.2010	<b>Work completed</b>
2	Widening and strengthening of road from NH-71 to NH-10 via Singhapura Kalan to Singhapura Khurd, Bahu Jamalpur in Rehtak Distt. (Km. 0.00 to 5.58) (ODR)	5.58 9.8.07	6.236 4.6772	4.6772	11.12.2007 10.08.2008 -----	6.2363	6.2363	6.2363	0.0000	UC & CCS stand submitted vide this office memo No. 140/NCR dated 16.02.2010 & 1144/HSRDC dated 26.02.2010	<b>Work completed</b>
3	Construction of road from Northern bypass Kohtak to NH-71 (to be used as diversion in Kohtak Distt. (Km. 0.00 to 3.15) (ODR)	3.15 9.8.07	4.04 3.0327	3.0327	05.11.2007 04.08.2008 15.06.2008 -----	3.5767	3.5798	3.5798	0.0000	UC & CCS stand submitted vide this office memo No. 140/NCR dated 16.02.2010 & 1144/HSRDC dated 26.02.2010	<b>Work completed</b>
<b>Total</b>		<b>14.2420</b>	<b>27.0160</b>	<b>20.2649</b>		<b>24.3646</b>	<b>24.4677</b>	<b>24.4677</b>	<b>0.0000</b>		
			<b>20.26490</b>								

STATUS OF WORKS UNDER NCRPB AS PER TOTAL EXPENDITURE INCURRED/Position as on 29-02-2012)

Completed projects approved by NCRPB (ROBs)

1. Name of project. NCRPB sanction date (Category)	2. Length (km)	3. Project amount NCRPB share (Rs. in crore).	4. Loan Asst. from NCRPB till date	5. Sch. Start / Sch. Comp. / Rev. Comp. / Stipulated / Revised date of compl. as per NCRPB	6. FINANCIAL PROGRESS AS PER PROJECT AMOUNT & TOTAL EXPENDITURE				7. Status of Utilization Certificate and completion certificate	8. REMARKS/ PHYSICAL PROGRESS
					9. cumu. expdt. upto 31-03-2010	10. Cumm. Expdt. upto March 2011 (In Crore)	11. Cumm. Expdt. upto Feb-2012 (In Crore)	12. During 2011-12 (01/04/11 to 29-02-2012) (In crore).		
<b>ROBs</b>										
ROB 2 lanes at Haily Mandi on LC no.45A/T-3 KM 60/6-7 on Delhi Rewari Rly line on Haily Mandi Kulana Road in Gurgaon Distt.(MDR)		15.314 5.76	5.760	13.11.2006 12.11.2007 31.07.2009 31.12.2009	18.5177	18.5177	18.5177	0.0000	UC & CCSStand submitted vide this office memo No. 140/NCR dated 16.02.2010 & 1144/HSRDC dated 26.02.2010	Work completed
Construction of two lane ROB at level crossing No.25-B on Delhi-Rewari railway line at km 31/8-9 crossing Gurgaon Daulhabad road. (ODR)		16.055 6.043	6.043	14.11.2006 13.11.2007 31.12.2009 30.09.2009	21.8724	21.9224	21.9224	0.0000	UC & CCSStand submitted vide this office memo No. 140/NCR dated 16.02.2010 & 1144/HSRDC dated 26.02.2010	Work completed
Construction of two lane ROB at level crossing No.28 on Delhi-Rewari railway line crossing Gurgaon Farrukhnagar road. (SH)		18.115 6.81	6.81	12.01.2007 11.01.2008 30.11.2009 30.09.2009	18.7619	19.0307	19.0307	0.0000	UC & CCSStand submitted vide this office memo No. 140/NCR dated 16.02.2010 & 1144/HSRDC dated 26.02.2010	Work completed
Construction of two lane ROB at L.C. No.58-B on Delhi-Bhatinda Railway line and 1B on Rohtak Gohana Panipal Railway line at RD 1.20 km of circular road Rohtak (ODR) (L.A COST-3.0474 cr)		28.84 12.38	12.38	18.04.2007 17.04.2008 15.01.2010 30.09.2009	22.0403	22.4458	22.4458	0.0000	UC & CCSStand submitted vide this office memo No. 140/NCR dated 16.02.2010 & 1144/HSRDC dated 26.02.2010	Work completed

Name of project. NCRPB sanction date (Category)	Length (km)	Project amount NCRPB share (Rs. in crore).	Loan Asst. from NCRPB till date	Schd. Start / Sch. Comp. / Rev. Comp. / Stipulated / Revised date of comple. as per NCRPB	FINANCIAL PROGRESS AS PER PROJECT AMOUNT & TOTAL EXPENDITURE				Status of Utilization Certificate and completion certificate	REMARKS/ PHYSICAL PROGRESS
					Cumm. expendt. upto 31- 03-2010	Cumm. Expendt. upto March 2011 (In Crore)	Cumm. Expendt. upto Feb-2012 (In Crore)	During 2011-12 (01/04/11 to 29-02-2012) (In crore).		
2	3	4	5	6	7	8	9	10	11	12
Construction of 2 lane ROB at level crossing No.59-A on Delhi Bhatinda Railway line crossing Rohtak Jhajjar road at Rohtak Part-I, Part-II (a, b, c) and Part-III (a & b). (ODR) [L.A COST-2.9226 cr]		24.6807 10.0156	10.0156	18.08.2006 17.08.2007 <b>31.07.2009</b> 30.09.2009	20.7461	20.7539	20.7539	0.0000	UC & CC Stand submitted vide this office memo No. 140/NCR dated 16.02.2010 & 1144/HSRDC dated 26.02.2010	Work completed
Construction of 4 lane ROB at level crossing No.61-A on Delhi Bhatwani Railway line crossing Rohtak Bhatwani road at Rohtak Part-I, Part-II (a, b, c) and Part-III (a & b). (L.A.COST-2.0358cr) (SHI)		36.53 20.86	20.86	18.08.2006 17.08.2007 <b>30.04.2009</b> 30.09.2009	27.8457	27.8952	27.8952	0.0000	UC & CC Stand submitted vide this office memo No. 140/NCR dated 16.02.2010 & 1144/HSRDC dated 26.02.2010	Work completed
Constn. of 2 lanes ROB at L/C No. 23 C in Km. 29/23 on Delhi Bhatinda Railway line X-ing Bahadurgarh Nahra Road at Bahadurgarh in Jhajjar Distt. [5.3.2008] (MDR) (L.A.COST-1.45cr)		21.0223 8.4883	8.4883	13.10.2007 12.01.2009 15.01.2011 31.07.2010	13.3166	15.9155	15.9155	0.0000	UC Stand submitted vide this office memo No. 148/NCR dated 07.04.2011 CC Stand submitted vide this office memo No. 216/NCR dated 03.06.2011	Work completed
<b>TOTAL</b>	<b>0.0000</b>	<b>139.535</b>	<b>70.36</b>		<b>143.1007</b>	<b>146.4812</b>	<b>146.4812</b>	<b>0.0000</b>		
		<b>61.8686</b>								
<b>GRAND TOTAL</b>	<b>14.242</b>	<b>166.551</b>	<b>90.62</b>		<b>167.47</b>	<b>170.95</b>	<b>170.95</b>	<b>0.00</b>		
		<b>82.1335</b>								
<b>GRAND TOTAL (ROBs+ROADS)</b>	<b>883.733</b>	<b>2438.16</b>	<b>1319.98</b>		<b>996.39</b>	<b>1432.03</b>	<b>1812.75</b>	<b>380.72</b>		
<b>COMPLETED+ONGOING</b>		<b>1757.03</b>								

Su



OTHER WORKS (BUILDINGS)

A 79 000 000 000

(Rs. In Crores)

Sl. No.	Name of the work	Cost of work (Rs. In crores)	Date of start/ Target date of completion as per Agreement / Actual likely date of completion	Time extension granted, if any.	Grounds of time extension.	Whether LD imposed or not, If yes, amount, if not, reason.	Present status as on 29.02.2012 (stage of construction) and % progress	Financial progress (Total Expenditure)	Target date of final bill in case of completed work	Reasons for delay
1	2	3	4	5	6	7	8 (I)	8 (II)	9	10
	<b>DCRUST, Murthal</b>									
1	Construction of Convention Centre, Library and Computer Centre at Deenbandhu Chhabra Ram University of Science and Technology at Murthal in Sonapat District	39.96	06.08.2009 05.12.2010 28.03.2012	05.06.2011	Delay in approval of structural drawings	No	75%	27.17	Work in progress	1. Initial delay in approval of structural drawings and handing over of sites. 2. Subsequently in decision by DC RUST University Murthal and part delay of contractor.
	<b>CIPET, Manipal</b>									
	Construction of CIPET project at Deenbandhu Chhabra Ram University of Science and Technology at Murthal in Sonapat District.	14.88	15.03.2010 14.03.2011 30.06.2012			No	80%	13.46	Work in progress	
	<b>PTPS, Sangpat</b>									
	Construction of 130 nos houses of various categories and Service building for the unit NO. 7 & 8 in Thermal Power Station at Sangpat in Sangpat district.	18.67	19.02.2010 18.02.2011 03/2012	18.12.2011	Due to adverse conditions at site and delay in approval of specifications and drawings by the Director.	No	88%	16.39	Work in progress	Due to adverse conditions at site and delay in approval of specifications and drawings by the Director.
	<b>Teaching Block</b>									
	Construction of Teaching Block in Post Graduate Regional Centre for Kumaon/Dehra University at Hind in Dehra Doshi.	8.83	5.10.2011 01.10.2012			No	5%	0.11	Work in progress	Work is with held for want of approved layout plan from the University authorities. Drawings received from University and handed over to the agency and work started as per drawings.

1	2	3	4	5	6	7	8 (I)	8 (II)	9	10
Name of the work	Cost of work (Rs. In crores)	Date of start/ Target date of completion as per Agreement / Actual likely date of completion	Time extension granted, if any.	Grounds of time extension.	Whether LD imposed or not, if yes, amount, if not, reason.	Present status as on 29.02.2012 (stage of construction) and % progress	Financial progress (Total Expenditure)	Target date in case of completed work	Reasons for delay	
<b>Girls Hostel</b>										
Construction of Girls Hostel in final Graduate Regional Centre for Karnataka University at Jind in Jind Distt.	6.00	02.06.2011 01.06.2012			No	16%	0.98	Work in progress	The layout plan of the work received on 17.08.2011 from the University and accordingly demarcation was given on 18.08.2011 at site. But due to untimely rains the site became slushy and the start of work was delayed. The work is likely to be completed by 17.08.2012	
<b>Admin Block at BPSMV</b>										
Construction of Administrative Block & Academic Staff Hostel, Research Scholar Hostel, B.Sc. Halls for Hospitality / Hotel, Academic Lecture and Hostel for Degree college in Bhagal Pheal Street, Malda Vishwavidyalaya of Kalyanpur Kalyan in Sonarpal Distt.	7.68	01.09.2011 31.08.2012			No	22%	1.67	Work in progress		
<b>Internal roads at BPSMV</b>										
Construction of internal road in BPSMV, Kalyanpur Kalyan.	0.39	17.08.2011 16.08.2012			No	100%	0.31	Work completed		



5. **Civil Suit No. 51 of 2011 - HSRDC V/s M/s Starcco**  
Suit for recovery has been filed in the Hon'ble Court of Civil Judge, (Sr. Division), Chandigarh. This case is pending in the court of Sh. Hem Raj Mittal, Civil Judge, (Sr. Division), Chandigarh. The said case came up for hearing on 03.09.2011 and was adjourned to 08.12.2011. The case has been fixed for service of deponent through registered post. Due to change of address and non-availability of deponent, the Hon'ble Court has directed to serve the notice again. The next date of hearing was fixed for 20.12.2011. Sh Balwinder Singh, Advocate along with Sh. S.C. Garg, Manager, HSRDC attended the court on 20.12.2011. The Court has issued order to paste the notice on the premises of the agency/defendant. Now, the case has been fixed for 10.05.2012.
6. **HSRDC V/S STARRCO**  
**(Hon'ble Additional District & Session Judge, Yamuna Nagar)**  
This case has been filed to vacate the stay given by the Hon'ble Judge of (Sr. Division) Jagadhari in the case of auction of stocks (store material) of M/s Starcco seized at site of work. As the summon could not be received by the respondent i.e. M/s Starcco Engineers hence the next date was fixed for 08.12.2011. Since, the notice could not be served to the respondent, the case has been fixed for 19.01.2012. Sh Balwinder Singh, Advocate along with Sh. S.C. Garg, Manager, HSRDC attended the court on 19.01.2012. and the notice was issued to the agency and the case was fixed for 01.02.2012. On 01.02.2012, final notice was issued by the Court to the agency and the next date was fixed for 02.03.2012. The Advocate of defendant/ agency attended the Court on 02.03.2012. Now, the case is fixed for 16.04.2012 for arguments.

The Board is requested to take note of the same.

**AGENDA ITEM NO. 47.06**

**TO TAKE NOTE OF THE STATUS OF INCOME TAX CASES.**

The detail of Income Tax cases pending with Income Tax authorities at different level is placed below for the perusal of the Board.

Sr. No.	Date of filing Appeal	Particulars	Defended by	Rs. (In Lacs)	Status
1.	4/11/08	Appeal in ITAT for the A.Y. 2005-06 No. 937/08 for decrease in loss for Rs. 2,56,64,179/- on account of capitalization of HUDCO loan interest paid, and depreciation on capitalized interest and addition on account of difference in TDS certificates.	Sh. Atul Mandhar (Advocate Taxes)	135.42	The appeal filed for Rs 1,35,42,404/- to the Commissioner of Income Tax (Appeals), Panchkula on dated 06/01/2011 u/s 246A of Income Tax Act, 1961 on account of interest on loan paid to HUDCO. Request for earlier hearing has been made by our Advocate on 05/11/2011. Date is yet to be fixed.
2		Appeal filed against orders of Non-deduction of TDS (A.Y. 2005-06) with CIT Appeal on dated 15/1/08-Referred to ITO and request was made to ITO (TDS) vide letter No. 2749/HSRDC dated 20/11/09 for settlement of issue	Sh. Sushil K.Singla (C.A.)	0.09	The case has been decided in favour of the Corporation. Now, the refund due from the Income Tax Authority for Rs 9,000/- is being pursued. Reminder to ITO (TDS) has been issued on 13.03.2012.
3	18/01/10	Appeal filed in the ITAT, Chandigarh against order of Commissioner (Appeal) Income Tax Deptt. Panchkula for the year 2005-06 (A.Y. 2006-07)	Sh. Atul Mandhar (Advocate Taxes)	1479.86	The case has been dismissed in ITAT. The matter has been discussed with Advocate who is of the opinion that the corporation

					should file a case in High Court. The appeal is to be filed within 120 days from the date of receipt of Order. The Corporation has received the Orders on 05.03.2012. The appeal will be filed in the month of April, 2012
4	29/01/10	Appeal filed to Commissioner (Appeal) AGAINST Assessment Order No. 1417 dated 24/12/09 u/s 143(3) of Income Tax for A.Y. 2007-08	Sh. Atul Mandhar (Advocate Taxes)	354.61	<p>i) Appeal filed in the ITAT for the remaining 1/4<sup>th</sup> amount – The case has been decided in favour of Corporation and the issues have been restored back to the Assessing Officer.</p> <p>ii) Deputy Commissioner of Income Tax, Panchkula filed an appeal against the 3/4<sup>th</sup> relief order of Commissioner of Income Tax (Appeals), in the ITAT, Chandigarh. The case has been dismissed and decided in favour of the Corporation.</p>
5	17/01/11	Appeal filed to Commissioner (Appeal) on dated 17/01/2011 against assessment order of Deputy Commissioner of Income Tax Panchkula Circle Panchkula dated 10/12/2010 for the Assessment Year 2008-09 u/s 246A of Income Tax Act, 1961	Sh. Atul Mandhar (Advocate Taxes)	702.00	Request for earlier hearing has been made by our Advocate on 05/11/2011. Date is yet to be fixed.

6	23/01/12	Appeal filed to Commissioner (Appeal) on dated 23/01/2012 against assessment order of Deputy Commissioner of Income Tax Panchkula Circle Panchkula dated 23/12/11 for the Assessment Year 2009-10 u/s 246A of Income Tax Act. 1961	Sh. Atul Mandhar (Advocate Taxes	154.56	Date is yet to be fixed.
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The Board is requested to take note of the same.

**AGENDA ITEM NO. 47.07**

**APPROVAL OF BID DOCUMENT FOR APPOINTMENT OF ENTREPRENEURS FOR COLLECTION OF TOLL AT VARIOUS TOLL POINTS.**

The Corporation has re-drafted and implemented the Bid Document for entrepreneurs for collection of toll at various toll points incorporating some charges in this document after taking the approval of Chairman, HSRDC on 03.02.2012. The amended Bid Document is placed below for kind consideration and approval of the Board.

In addition to the above, the Corporation wants to make further amendment in this document to the extent of deleting the part of clause no. 14(a) of the bid document and clause 2 of the agreement. The relevant part of the said clause to be deleted is reproduced below

*“The time period of the toll will be so adjusted that the toll collection ends at the end of the quarter i.e. 31<sup>st</sup> of March, 30<sup>th</sup> of June, 30<sup>th</sup> of September & 31<sup>st</sup> of December.”*

Due to this clause, certain audit paras have come up. It has been observed that entrepreneurs have tendency to not to take over toll on 1<sup>st</sup> of quarter intentionally with the only motive to avail additional three months in their agreement time taking advantage of clause 14 (a).

The Board is requested to consider and approve the same.



**HARYANA STATE ROADS & BRIDGES  
DEVELOPMENT CORPORATION LTD.**

**BIDDING DOCUMENT FOR**

**FRANCHISING TOLL COLLECTION  
AT  
TOLL POINT ON**

..... **FOR A  
PERIOD OF ONE YEAR**

**Dy. General Manager,  
for Managing Director,  
Haryana State Roads and Bridges  
Development Corporation Ltd.  
Panchkula.**

**FRANCHISING TOLL COLLECTION AT TOLL POINT ON**

.....FOR A

**PERIOD OF ONE YEAR**

**INDEX**

Sr. No	Particulars	Page No
<b><u>SECTION-1</u></b>		
i)	Press Notice	
ii)	Detailed Notice Inviting Tender	
iii)	Conditions of e-tendering	
<b><u>SECTION-2</u></b>		
i)	Instructions to Bidders	
<b><u>SECTION-3</u></b>		
3.	Definitions (Section-3)	
<b><u>SECTION-4</u></b>		
4.	Form of Bid (Section-4)	
<b><u>SECTION-5</u></b>		
5.	Letter of Acceptance (Section-5)	
<b><u>SECTION-6</u></b>		
6.	Form of Agreement with conditions (Section-6)	
<b><u>SECTION-7</u></b>		
7.	Schedule of Toll (Section-7)	
<b><u>SECTION-8</u></b>		
8	Functions & duties to be performed by the entrepreneur agent Schedule 1 (Section-8)	
<b><u>SECTION-9</u></b>		
9.	Details of the registers to be maintained by the agent at fee collection gates Schedule-2 & 3 (Section-9)	
<b><u>SECTION-10</u></b>		
10	Section-10	

Form No. 1 Specimen form of receipt to be issued for collection of toll

Form No. 2 Report of inspection of an Authorised Officer

Form No. 3 Register showing the checking of fee collection gates

**SECTION-11**

11. Form of Bid Security (Bank Guarantee) - (Section-11)

**SECTION-12**

12. Form of Security Deposit (Bank Guarantee) - (Section-12)

13. **ANNEXURE-I**

Guidelines for Bank Guarantee

14. **ANNEXURE-II**

Detail of boards to be installed along with layout plan

Section I (i)

**PRESS NOTICE**

**Haryana State Roads and Bridges Development Corporation Ltd.**

(A State Government Undertaking)

Bay No.13-14, Sec.2 Panchkula (Haryana) Tel. No. 0172-2585265

No. HSRDC

Dated:

**Notice Inviting Tenders**

1. Online bids are hereby invited in the website: <http://haryanapmgsy.etenders.in> on behalf of Executive Director, HSRDC for the Toll fee for a period mentioned against each for toll points mentioned as below:-
2. Pre bid meeting will be held on ..... at .....

Sr No.	Name of Toll Facility	Period	Bid Security (Rs. in lacs)	Date and time for bid preparation and Hash Submission.

1. Cost of bid document (to be paid only on-line) is Rs. 10,000/- (non-refundable).
2. For further details and e-tendering schedule visit website <http://haryanapwd-bandr.org> / <http://haryanapmgsy.etenders.in> / <http://hsrdc.in>

Dy. General Manager (Toll),  
Haryana State Roads & Bridges  
Development Corporation Ltd.,  
Panchkula.

(Phone 0172-2583495)

**Section I (ii)**

**DETAIL NOTICE INVITING TENDER**

1. Online bids are hereby invited in the website: <http://haryanapmgsy.etenders.in> on behalf of Executive Director, HSRDC for the Toll fee for a period mentioned against each for toll points mentioned as below:-
2. Pre bid meeting will be held on ..... at 11.30 AM.

<b>Sr No.</b>	<b>Name of Toll Facility</b>	<b>Period</b>	<b>Bid Security (Rs. in lacs)</b>	<b>Date and time for bid preparation and Hash Submission.</b>

3. Bidding Documents can be downloaded online from the Portal <http://haryanapmgsy.etenders.in> by the Societies / Contractors registered on the Portal.
4. As the Bids that are to be submitted online are required to be encrypted and digitally signed, the Bidders are advised to obtain the same at the earliest. For obtaining Digital Certificate, the Bidders may contact the representative of Next Tenders, the Service Providers of Electronic Tendering System.
5. **Key Dates**

<b>Sr. No.</b>	<b>HSRDC Stage</b>	<b>Contractor Stage</b>	<b>Start Date and Time</b>	<b>Expiry Date and Time</b>
1	Release of Tender	-		
2	-	Download Tender Document		
3	-	Online Bid Preparation & Hash Submission		
4	Technical and Financial Lock	-		
5	-	Re-encryption of Online Bids		
6	-	Manual Submission of EMD		
7	Open EMD & Technical/PQ bid	-		
8	Technical Evaluation	-		
9	Open Financial / Price-Bid	-		

6. The Bidders can download the bidding documents from the Portal <http://haryanapmgsy.etenders.in> Tender Documents Fees has to be paid

online during the Bid Preparation and Hash Submission stage and Earnest Money Deposit in one of the form mentioned in clause 8.1 of Section-2 and as per guidelines approved by Board of Directors (**Annexure-I**) has to be submitted in a separate sealed EMD envelope in favour of the Managing Director, Haryana State Roads and Bridges Development Corporation, Panchkula. Desirous Contractors shall have to pay the Tender Document Fees mentioned against the work at the time of Bid Preparation and Hash Submission stage. The EMD envelop has to reach in the office of Executive Director, Haryana State Roads and Bridges Development Corporation, Bay No. 13-14, Sector 2, Panchkula on or before ..... **at 13.00 Hrs.** However, as the details of the EMD are required to be filled at the time of Bid Preparation and Hash Submission stage, the Bidders are required to keep the EMD ready appropriately.

7. The tender shall be submitted by the tenderer in the following three separate envelops online:

- |                                   |   |               |
|-----------------------------------|---|---------------|
| 1. Earnest Money                  | - | Envelope 'ED' |
| 2. Technical Bid                  | - | Envelope 'TI' |
| 3. Tender in Form - A (Price Bid) | - | Envelope 'CI' |

**Note:** **Online Bidders are required to submit the physical EMD in a physical EMD Envelop - 'ED' after Hash Submission stage till the period of re-encryption of online bids given in the key dates. Reference of the EMD is to be mentioned mandatory Online. All other documents related to Technical Bid shall be submitted mandatory online in Technical Envelop - 'TI' and shall not be accepted in any physical form. Price Bids are to be submitted mandatory online and shall not be accepted in any physical form.**

EMD envelop, as applicable, shall be kept in a big outer envelop, which shall also be sealed. In the first instance, the Envelop - 'ED' of all the Bidders containing the Earnest Money shall be opened online and physically. If the Earnest Money is found proper, the Envelop 'TI' containing online Technical Bid shall be opened in the presence of such contractors who choose to be present. The Financial Offer in Envelop in 'CI' shall be opened only if the tenderers meet the qualification criteria as per the Bid document.

The Contractual Agencies will submit the necessary documents as under.

**Envelope 'ED' - Earnest Money Deposit Envelope**

Physical EMD Envelop - Earnest Money in shape of Bank guarantee (Annexure-I).

Online EMD Envelope—Reference details of the Earnest Money Deposit instrument and scanned copy of the Earnest Money Deposit.

6  
28

### **Envelope 'TI' – Technical Bid Envelope**

Online Technical Envelope – To be submitted mandatory online all the information and scanned copies of the Documents / Certificates as required to be submitted as per the Tender.

**In case process of Hash Submission for financial bid and technical bid is completed but the re-encryption of online bid is not carried out and/or physical earnest money deposit is not submitted by any bidder, then bidder would be debarred from further tendering in HSRDC/Haryana PWD (B&R) for a period of minimum 2 years.**

### **Envelope 'CI' – Price Bid Envelope**

To be submitted mandatory online- Information related to Price Bid of the Tender. The Envelopes "ED" shall be placed in another envelopes of bigger size clearly marking the name of agency & name of work. Envelope "TI" will be only opened if the Contractual Agency fulfills condition in Envelope "ED".

The contractual Agencies can submit their tender documents (Online and physical) as per the dated mentioned in the key Dates above:-

#### **CONDITONS:-**

- 1) DNIT & Prequalification can be seen on any working day during office hours in office of the undersigned.
- 2) Conditional tenders will not be entertained & are liable to be rejected.
- 3) In case the day of opening of tenders happens to be holiday, the tenders will be opened on the next working day. The time and place of receipt of tenders and other conditions will remain unchanged.
- 4) The undersigned reserve the right to reject any tender or all the tenders without assigning any reason.
- 5) The societies shall produce an attested copy of the resolution of the Co-Operative department for the issuance of tenders.
- 6) The tender without earnest money will not be opened.
- 7) The jurisdiction of court will be at Panchkula.
- 8) The tender of the bidder who does not satisfy the qualification criteria in the bid documents are liable to be rejected summarily without assigning any reason and no claim whatsoever on this account will be considered.
- 9) The bid for the work shall remain open for acceptance during the bid validity period to be reckoned from the last date of **manual physical submission of EMD**. If any bidder/ tenderer withdraws his bid/ tender before the said period or makes any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited. Bids

would require to be valid for 180 days from the date of bid closing i.e. from last date of manual submission of EMD. In case the last day to accept the tender happens to be holiday, validity to accept tender will be the next working day.

Deputy General Manager (Toll),  
For Executive Director,  
Haryana State Roads and Bridges  
Development Corpn. Ltd., Panchkula  
(Phone 0172-2585264)



## SECTION-1 (iii)

### CONDITIONS OF E-TENDERING

#### Instruction to Contractor on Electronic Tendering

1. **These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.**
2. All the Contractors intending to participate in the tenders processed online, are required to get registered on the Electronic Tendering System on the Portal <http://harvanapmgsy.etenders.in>. For more details, please see the information in Registration info link on the home page.

**1. Obtaining a Digital Certificate:**

- 3.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an approved certifying authority, by the controller of Certifying Authorities, Government of India.
- 3.2 A Digital Certificate is issued upon receipt of mandatory identity proofs and verification letters attested by the bankers with whom the contractor maintains the accounts with. Only upon the receipt of the required documents, a digital certificate can be issued.
- 3.3 The contractors may obtain Class II B digital certificated from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required to issue of digital certificate from:

1. NexTenders (India) Pvt. Ltd.  
YUCHIT, Juhu Tara Road,  
Mumbai - 400049  
Email: [Chandigarh@nextenders.com](mailto:Chandigarh@nextenders.com)
2. NexTenders (India) Pvt. Ltd.  
O/o HSRDC, Bays No. 13-14, Sec-2,  
Panchkula-134151  
Contact Person: Manmeet+919815034028(Panchkula)  
Anujeet- +918146440101(Panchkula)  
Sat Dev Sharma- +919872252144(Panchkula)  
Sanjay Kumar - +8743042801 (Gurgaon)

Bid for a particular tender may be submitted only using the digital certificate, which is used to encrypt the data and sign the hash during the stage of bid preparation and hash submission. In case, during the process

of a particular tender, the user loses his digital certificate (i.e. due to virus attack, hardware problem, operating system problem); he may not be able to submit the bid online. Hence, the users are advised to back up the certificate and keep the copies at safe place under proper security to be used in case of emergencies.

**3.4** In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid it will be considered equivalent to a no-objection certificate/power of attorney to that User. The firm has to authorize a specific individual via an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm for Haryana State Roads and Bridges Development Corporation Limited tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm. It shall be the responsibility of management / partners of the registered firms to inform the certifying authority of Sub / Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate and issue a 'authorization certificates' for the new user. The procedure for application of a digital certificate will remain the same for the new user.

**3.5** The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

**4. Opening of an Electronic Payment Account:**

**4.1** For purchasing the tender documents online, contractors are required to pay the tender documents fees online using the electronic payments gateway service as mentioned in the D.N.I.T.

**4.2** For the list of payments using which the online payments can be made, please refer to the Home page of the Portal <http://haryanapmgsy.etenders.in>.

**5. Set up of machine**

**5.1** In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on setting up of the system can be obtained from next Tenders (India) Pvt. Ltd. or downloaded from the home page of the website - <http://haryanapmgsy.etenders.in>.

**6. Online Viewing of Detailed Notice Inviting Tenders:**

- 6.1 The contractors can view the detailed N.I.T and the time schedule (Key Dates) for all the packages floated using the electronic tendering system on the Haryana PWD B&R website <http://harvanapmgsy.etenders.in>

**7. Purchase of Tender Documents:**

- a) Download of Tender Documents: The tender documents can only be downloaded from the Electronic Tendering System on the Portal <http://harvanapmgsy.etenders.in>

**8. Submission of Bid Seal (Hash) of online Bids:**

- 8.1 Submission of bids will be preceded by submission of the digitally signed bid seal (Hash) as stated in the tender time schedule (Key Dates) of the Tender.

**9. Generation of Super Hash:**

- 9.1 After the time of submission of Bid Seal (Hash) by the Contractors has lapsed, the bid round will be closed and a digitally signed tender Super Hash will be generated by authorized Haryana PWD B&R official. This is equivalent to sealing the tender box.

**10. Submission of actual online bids:**

- 10.1 Contractors have to submit their encrypted bids online and upload the relevant documents for which they generated the hash at the stage of hash generation and submission after the generation of Super Hash within the date and time as stated in the Notice Inviting Tenders (Key Dates). The electronic bids of only the contractors who have submitted their bid seals (Hashes) within the stipulated time, as per the tender time schedule (Key Dates), will be accepted by the System. A contractor who does not submit his bid seal (Hash) within the stipulated time will not be allowed to submit his bid.

**11. Submission of Tender Document Fees:**

- 11.1 The Payment can be made by eligible / contractors online directly via Credit Cards / Internet Banking Accounts / Cash Cards. The contractors have to pay for the tender documents online by making online payment of tender document fees using the service of the secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and credit card / online payment authorization networks.

**12. Submission of Earnest Money Deposit:**

- 12.1** The EMD Payment can be made by eligible contractors through one of the form mentioned in clause 8.1 of Section-2 and as per guidelines approved by Board of Directors (**Annexure-I**).
- 12.2** Contractors have to submit the EMD physically in a sealed physical envelope and the same should reach the office of concerned Executive Director as mentioned in the Tender Notice.

**13. Key Dates:**

- 13.1** The contractors are strictly advised to follow dates and times as indicated in the Notice Inviting Tenders. The date and time will be binding on all contractors. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and time of the stage as defined in the Notice Inviting Tenders.

**Other Information:**

1. The intending Contractors shall fill in the lumpsum rate in the online templates in of the online tender. The Price Bid has to be submitted mandatory online.
2. Online bidders are required to submit the physical EMD in a physical EMD Envelop and delivered to this office before the date and time mentioned in the Tender Notice. The pre-requisites for eligible bidders mentioned in the **Section 2 (Instructions of bidders)** alongwith the below mentioned document list shall be uploaded in the online templates available under Envelope TI and will not be accepted in physical form:
  - i. A list of all documents accompanying the sealed envelopes containing the tender documents.
  - ii. Duly accepted power of Attorney in the name of tenderer or authorized representative to act on behalf of the agency.
  - iii. Documents in respect of payment of earnest money.
3. a) Tender must strictly abide by the stipulations set forth in detailed notice inviting tenders while tendering for the work, the tenderer shall adopt only the three envelope system.  
b) Deleted.
4. The second envelop – Price Bid envelope has to be submitted mandatory online and shall not be accepted physically under any circumstances. In case any tenders does not comply with procedure given above, will be presumed that he is not interested in the work and the work shall not be let out to him, further he may be de-listed without further notice to him.

for failing to abide by the strictly approved terms of detailed notice inviting tenders for this work.

5. The tenders which are not accompanied by the earnest money or proof of earnest money or do not strictly follow the technical requirement, are liable to be rejected summarily.
6. Tenders quotations which are dependent upon the quotations of another tender shall be summarily rejected.
7. The tender of the bidders who does not satisfy the qualification in the bid documents are liable to be rejected summarily without assigning any reason and no claim what so ever on their account will be considered.

**SECTION -2**  
**INSTRUCTIONS TO BIDDERS**

1. **Eligible bidders**

The invitation to bid is to such Entrepreneurs individuals who possess adequate financial, managerial and technical capabilities for undertaking the task of toll fee collection in terms of this bid.

The Bidder may be an individual or a Proprietary firm or Partnership Firm or a Private or a Public Limited Company or a joint venture or Consortium of such Companies duly incorporated, registered under the existing rules.

Following are the pre-requisites for eligible bidders;

- i) Property certificate for minimum value of Rs. .... (25% of the previous bid amount upto Rs. 10.00 crores and 15% of previous bid amount for above Rs. 10.00 crores tolls or Rs. 2.50 crores whichever is more) .....only obtained from Mandal Revenue Officer in the State of Haryana or equivalent Government office in other State or certificate from the bank indicating the bank balance of Rs. .... (25% of the previous bid amount upto Rs. 10.00 crores and 15% of previous bid amount for above Rs. 10.00 crores tolls or Rs. 2.50 crores whichever is more)..... only. However, value of property and bank balance can be combined for achieving minimum value Rs. ....(25% of the previous bid amount upto Rs.10.00 crores and 15% of previous bid amount for above Rs. 10.00 crores tolls or Rs. 2.50 crores whichever is more)..... only or evidence of Average Annual financial turn over for the last 3 years duly verified by Chartered Accountant of Rs. .... (previous bid amount).....only should be furnished as tabulated below:-

Sr. No.	Year	Turn over (Rs. In lacs)
1	2008-09	
2	2009-10	
3	2010-11	

*Note: Property certificate should not be older than 1 year prior to last date for submission of EMD.*

- ii) Income Tax clearance certificates income tax statements for last three years. *In case of non income tax payee such as agriculturalist an affidavit shall be submitted*
- iii) Photo identity proof.
- iv) The bidder should not be involved in any police case regarding over charging or mis-management of toll operation and Affidavit from the bidder that there is no criminal case filed against him for over charging of toll rates.
- v) Partnership Deed Joint Venture Agreement /Certificate of company, *(Individuals would submit an undertaking that they do not fall under this category).*
- vi) Affidavit from each of the partners of Joint Venture/Consortium formed for undertaking the franchising of toll collection rights that they shall be mutually and severally liable of the defaults of the franchising company. *(Individuals would submit an undertaking that they do not fall under this category).*
- vii) Power of Attorney of the authorized signatory to sign the bids and also to enter into negotiations/communications with the Corporation. *(Individuals would submit an undertaking that they do not fall under this category).*
- viii) Bidder debarred /black listed by any organization/institution/ Board/Corporation/ PSU of Central Govt. or any State Govt. would not be eligible for participation in the bidding process.

2. **(A) Cost of bidding**

The bidder shall bear all costs associated with preparation and submission of his bid. HSRDC will in no case be responsible or liable for any such cost, regardless of the conduct or outcome of the bidding process.

**(B) Pre bid meeting**

Pre bid meeting open to all Entrepreneurs / Agents who desire to submit will be held on ..... at 11:30 hours in the Office of Executive Director, Haryana State Roads & Bridges Development Corporation Ltd., Bays No. 13-14, Sector-2, Panchkula wherein the Entrepreneurs / Agents will have an opportunity to obtain information /clarifications regarding the scope and conditions provided in the bid documents.

3. **ASSESSMENT OF FEE REVENUE AND RESTRICTION ON PLACE OF COLLETION OF FEE:**

- (i) The bidder is advised to visit the Fee collection site to make an assessment of the fee revenue based on its own estimation at its own responsibility and expense and may obtain any other information from its own sources that may be required by the

bidder for preparing the bid and entering into Contract for collection of fee. The Corporation does not guarantee extent of fee revenue during the contract period

- (ii) The bidder recognizes the fact that there are number of lateral entries to the section of the Highway road for which fee is to be collected. The successful bidder will not be entitled to (a) close and (b) demand closure whatsoever, of any such entry. Thus, the bidder recognizes that all toll able traffic may not pass through the fee collection booth or fee plaza.
- (iii) During the contract period, the successful bidder cannot ask for collection from any other place, for whatever reason. Under all circumstances, fee collection shall be only from the place specifically provided in the bid invitation notice. The bidder specifically recognises this condition and must bid only if this is acceptable.

4. **Toll Plaza**

The bidder will be required to make suitable arrangement for construction of toll plaza which shall include construction of one Toll booth per lane with minimum clear internal dimension of 5' x 4' constructed in brick masonry duly plastered from inside and pointing should be done on the outer surface. The slab should be casted in RCC with a minimum 9' height. If the contractor does not construct the Toll Booth the same shall be constructed by the Department and a recovery of Rupees Twenty Five Thousand per booth shall be made from the contractor. This construction shall be as per the requirement at toll point to the satisfaction of the Managing Director, HSRDC or his authorized representative.

5. **Toll rates**

Toll rates applicable and chargeable on different categories of vehicles are given in Schedule under section 7.

6. **Language of Bid**

All correspondence and documentation relating to the bid between the bidder and the HSRDC shall be written in English language.

7. **Validity of Bid**

The bids shall be valid for ..... days from the last date of manual/physical submission of EMD.



8. **The Bid**

Technical and financial bids shall be submitted online in separate sealed Envelopes TI & CL for franchising toll collection at toll point on ..... for a period of one year

The details of the bids shall be as follows: -

8.1 **Envelope ED: Earnest Money Deposit Envelope**

Bid Security of Rs ..... (Rs. ....) in one of the forms mentioned below as per guidelines approved by Board of Directors (**Annexure-I**) pledged in favour of Managing Director, HSRDC along with the certificate of the concerned Bank Manager that the EMD can be encashed at any time by the Managing Director, HSRDC which shall be valid up to .....days beyond the validity of bid or ..... days from the date of tender. And also shall upload the scan copy of EMD mandatorily online in Envelope code ED

- a) *Deposit-at-Call Receipt from any scheduled Indian bank or a foreign Bank located in India and approved by the Reserve Bank of India.*
- b) *National Savings Certificates issued by Indian Post Office.*
- c) *Bank Guarantee as per guidelines approved by Board of Directors (Annexure-I)*
- d) *Fixed Deposit Receipt, a certified cheque or an irrevocable letter of credit issued by any scheduled Indian Bank or a foreign bank approved by Reserve Bank of India.*

8.2 **Envelope TI : Technical Bid shall be submit mandatorily online (Scan copy of Original Documents)**

- a) **For Individuals or Proprietary Firm or Partnership Firm or a Private or Public Limited Company or a joint venture or Consortium of such Companies.**
  - i) Property certificate for minimum value of Rs. .... (25% of the previous bid amount upto Rs. 10.00 crores and 15% of previous bid amount for above Rs. 10.00 crores tolls or Rs. 2.50 crores whichever is more) .....only obtained from Mandal Revenue Officer in the State of Haryana or equivalent Government office in other State or certificate from the bank indicating the bank balance of Rs. .... (25% of the previous bid amount upto Rs. 10.00 crores and 15% of previous bid amount for above Rs. 10.00 crores tolls or Rs. 2.50 crores whichever is more)..... only. However, value of property and bank balance can be combined for achieving minimum value Rs. .... 25% of the previous bid amount upto

Rs.10.00 crores and 15% of previous bid amount for above Rs. 10.00 crores tolls or Rs. 2.50 crores whichever is more). ..... only or evidence of Average Annual financial turn over for the last 3 years duly verified by Chartered Accountant of Rs. .... (previous bid amount).....only should be furnished as tabulated below:-

Sr. No.	Year	Turn over (Rs. In lacs)
1	2008-09	
2	2009-10	
3	2010-11	

- ii) Income Tax clearance certificates/income tax statements for last three years. *In case of non income tax payee such as agriculturalist an affidavit shall be submitted.*
- iii) Photo identity proof.
- iv) Partnership Deed/Joint Venture Agreement /Certificate of company. *(Individuals would submit an undertaking that they do not fall under this category).*
- v) Affidavit from each of the partners of Joint Venture/Consortium formed for undertaking the franchising of toll collection rights that they shall be mutually and severally liable of the defaults of the franchising company. *(Individuals would submit an undertaking that they do not fall under this category).*
- vi) Power of Attorney of the authorized signatory to sign the bids and also to enter into negotiations communications with the Corporation. *(Individuals would submit an undertaking that they do not fall under this category).*
- vii) Affidavit from the bidder that there is no criminal case filed against him for over charging of toll rates
- viii) Affidavit from the bidder that he is not debarred/black listed by any organization/institution/Board/Corporation/PSU of Central Govt. or any State Govt.

8.3 **Envelope C1 : Price Bid**

Financial offer/ priced bid in the form of Price Bid contained in the Bidding document under section 4.

9. **Bid Security**

9.1 The bidder shall furnish, as a part of his bid, a bid Security amounting to Rs. .... (Rupees ..... only) in the form of one of the form mentioned

in clause 8.1 of Section-2 and as per guidelines approved by Board of Directors (Annexure-I) The Bank Guarantee should be pledged in favour of Managing Director, HSRDC along with the certificate of the concerned Bank Manager that the BG can be encashed at any time by the Managing Director, HSRDC which shall be valid up to 120 days beyond the validity of bid.

9.2 The bid security of un-successful bidders will be returned by the HSRDC without any interest within 15 days of expiry of the validity of bids or after the highest bidder enters into Agreement with the HSRDC whichever is earlier.

9.3 The bid security shall be forfeited

(a) If the bidder withdraws or modifies his bid/offer after the last date and time for the receipt of bids during the period of bid validity or extended validity period; or

(b) In the case of successful bidder, fails within the specified period of 21 days to:-

i) Furnish the required security deposit and deposit first installment in advance alongwith T.C.S. @ 2 % or as applicable from time to time; and

ii) Sign the Agreement

9.4 HSRDC may at the successful Bidder's option adjust the amount of Bid Security in the amount of Security deposit provided the Bank Guarantee is got converted to Security Deposit and the validity is got extended upto the date of validity of Security deposit indicated in the bid documents. The bid security shall be adjusted or refunded only when the contractual agency has installed boards and constructed toll plaza as per provision in agreement or deposited Rs. 5.00 lacs per toll point in lieu of that.

9.5 HSRDC may at its discretion, extend the deadline for submission and opening of bids by issuing addendum.

9.6 The dues of bidders lying with HSRDC can be adjusted against bid security if the bidder requests in writing for the same or as per desire of HSRDC.

#### 10. **Clarification of Bids**

To assist in examination and evaluation of bids, HSRDC may at its discretion, ask the Bidder for any clarification of his bids, but no downward change in the Bid price shall be sought, offered or permitted.

#### 11. **Receipt of Bids**

Complete bids should be received as per the key dates given in Detail Notice Inviting Tender Section-1 (ii).

#### 12. **Bid evaluation**

Following procedure will be adopted for evaluation of bids:

- 12.1 **Opening of technical bid**  
The Technical Bids shall be opened at the time and date prescribed in Key dates of Detail Notice Inviting Tender, Section-1 (ii).
- 12.2 **Opening of the price bid**  
The Financial Bids of the bidders who qualify technically shall be opened at the time and date prescribed in Key dates of Detail Notice Inviting Tender, Section-1 (ii).
- 12.3 **Conditional Bid will be rejected outright by HSRDC**
13. **Award of Toll fee collection rights**
- 13.1 The bidder whose price bid is found highest shall be declared as the successful bidder after negotiation if needed. However, the successful bidder may be required to furnish more information as may be required by HSRDC.
- 13.2 Notwithstanding the above, HSRDC reserves the right to accept or reject any Bid and to annul the bidding process and reject any or all the bids, at any time prior to award of the fee collections rights, without thereby incurring any liability to the affected bidder or without any obligation to inform the affected bidders on the grounds on the basis of which HSRDC has rejected the Bid(s). No reasons shall be assigned to it.
14. **Notification of Award**
- (a) Prior to expiration of the period of bid validity prescribed in the bid documents, the HSRDC will notify the successful bidder in writing that his bid has been accepted. This letter of HSRDC (hereinafter called the Letter of Acceptance) shall specify the amount, which the successful bidder shall pay to it during the **one year** period and the necessary formalities to be completed by the successful bidder before signing the Agreement. The time period of the toll will be so adjusted that the toll collection ends at the end of the quarter i.e. 31<sup>st</sup> of March, 30<sup>th</sup> of June, 30<sup>th</sup> of September & 31<sup>st</sup> of December.
- Within 21 days of date of issue of the letter of Acceptance, the successful bidder shall furnish to the HSRDC, security deposit in the form of one of the form mentioned in clause 8.1 of Section-2 and as per guidelines approved by Board of Directors (**Annexure-I**) pledged in favour of Managing Director, HSRDC along with the certificate of the concerned Bank Manager that the EMD can be encashed at any time by the Managing Director, HSRDC which shall be valid up to 90 days

beyond the expiry of agreement for an amount equivalent to 15% amount of total contract amount of **one year** in favour of Managing Director, Haryana State Roads & Bridges Development Corporation for due observance of the terms and conditions contained herein and the performance of his obligations pursuant to the said bid for the period of **one year**. If the successful bidder desires that the bid security be adjusted towards the security deposit, he will have to get the EMD converted to security deposit and the validity of Bank Guarantee extended up to the date of validity of the Security deposit and he will have to remit the balance amount towards the security deposit. The validity of the Security deposit should be for a period beyond 90 days of the expiry of the Contract period i.e. tolling period. He will have to meet the requirements of clause 9.4 also.

- (b) (i) The Corporation shall also be competent to utilize the said Performance Security against any loss or damage caused to the property of the Corporation by any act of omission and/or commission by the Contractor or its agents and servants or adjust it towards any claim of the Corporation.
- (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 Corporation in its absolute discretion to forfeit the whole or any part the said Performance Security, without prejudice to any other remedy that the Corporation may have against the Contractor under this Contract or under general law for such breach.
- (c) The amounts lying with the Corporation towards the performance security shall not be adjusted towards instalments due to the Corporation from the Contractor including the instalment for the last month of the initial period for a period of **one year** or extended period.

15. **Deposit of first installment**

Entrepreneur bidder shall be required to deposit first installment (and 2<sup>nd</sup> installment also, if applicable as per Note given below) in advance of Rs. \_\_\_\_\_ only alongwith T.C.S @ 2% or as applicable from time to time through Bank Draft in favour of Managing Director, Haryana State Roads & Bridges Development Corporation Ltd. payable at Panchkula within 21 days from the date of issue of Letter of Acceptance.

**Note** – If the days of that month counted from the date of start of toll are less than Ten, then the 1<sup>st</sup> & 2<sup>nd</sup> installments alongwith TCS @ 2% or as applicable shall have to

be deposited in advance within 21 days from the date of issue of letter of from time to time acceptance.

16. **Signing of Agreement**

After furnishing Security deposit and depositing first installment (& 2<sup>nd</sup> installment also, if applicable as per clause: 15) in advance alongwith T.C.S @ 2% or as applicable from time to time & also depositing post dated cheques for all the balance monthly installments as per table-I to HSRDC within 21 days from the date of issue of Letter of Acceptance, the successful bidder should also sign an Agreement in the form of Agreement contained in the bidding document within 21 days from the date of issue of Letter of Acceptance.

**Table-I**

Name of Installment	Amount	Due date
1 <sup>st</sup> (2 <sup>nd</sup> also, if applicable as per Note)	_____ + TCS @ 2% or as applicable from time to time.	Within 21 days of issue of letter of acceptance
Balance monthly installments except last.	_____ + TCS @ 2% or as applicable from time to time	Every 1 <sup>st</sup> date of that month
Last Installment	_____ - TCS @ 2% or as applicable from time to time	1 <sup>st</sup> date of last month of Agreement period.

17. For any dispute, the jurisdiction of the court will be at **Panchkula**. No suit will be filed outside the jurisdiction of Court at **Panchkula**.
18. Any false or incorrect information or incorrect affidavit will entail forfeiture of earnest money, security deposit or any other money paid by the Entrepreneur.
19. The bidder before submitting his bid, take into account and provide for payment which he has to make under the provisions of various taxation laws like **Income Tax Act and Sales Tax Act etc.**
20. The bidder shall quote the amount in figures as well as in words. If there is any discrepancy in the amount in figures and in words, then the amount quoted in words will govern.
21. The bidder shall not submit more than one bid. If he submits more than one bid, only the highest bid will be considered.

### SECTION-3

## **Definitions**

1. **Bidder/Entrepreneur/ Agent:** Means individual or firm or Company or Joint Venture, who bids for collection of toll from the toll facility.
2. **Notice Inviting Bids :** This means notice for inviting bids for the collection of toll.
3. **Bid Document :** This means complete bid documents including Instructions to Bidders, Form of Bid and Form of Agreement including other relevant details.
4. **Contract/ Agreement:** Means the legal binding document executed between the Entrepreneur/agent and Managing Director, HSRDC.
5. **HSRDC:** Means Haryana State Roads & Bridges Development Corporation Limited.
6. **Managing Director :** Means the Managing Director of HSRDC.
7. **Toll Facility :** Means the Road on which toll is proposed to be levied.
8. **Toll Point:** Means the toll point on ..... where toll is proposed to be collected.
9. **Bank:** Means any Bank given in **Annexure-I**.

**SECTION-4**

**FORM OF BID**

Sr. No. \_\_\_\_\_

From

Full Name \_\_\_\_\_

Age \_\_\_\_\_

Address \_\_\_\_\_

i) Telegraphic Address, if any \_\_\_\_\_

ii) Telephone Number, if any \_\_\_\_\_

To

**Managing Director,  
Haryana State Roads and Bridges  
Development Corporation Ltd.,  
Panchkula.**

**SUBJECT: BID FOR APPOINTMENT AS ENTREPRENEUR / AGENT FOR  
COLLECTION OF TOLL AT TOLL POINT ON \_\_\_\_\_.**

Sir,

1. Pursuant to your Notice Inviting Bid No. \_\_\_\_\_ Dated \_\_\_\_\_ I/we hereby submit my/ our bid for being appointed as Entrepreneur/your Agent for the collection of toll from the toll point on \_\_\_\_\_ for a period \_\_\_\_\_ to be counted from the next day of date of execution of Agreement.
2. I We offer to pay Haryana State Roads & Bridges Development Corporation Limited, following sums as and by way of our offer as Entrepreneur/your Agent for the collection of toll from the Toll point as indicated in Para 1 above. During the period of \_\_\_\_\_ the following amount shall be payable to Haryana State Roads & Bridges Development Corporation Limited.  
Total bid price offered for period of one year Rs. \_\_\_\_\_  
(To be deposited in 12 monthly installments of Rs. \_\_\_\_\_ each) plus  
T.C.S @ 2% or as applicable from time to time.

4  
36



3. I/We will deposit first installment (2<sup>nd</sup> installment also, if applicable as per Note given below) in advance of Rs. \_\_\_\_\_ only alongwith T.C.S @ 2% or as applicable from time to time through Bank Draft in favour of Managing Director, Haryana State Roads & Bridges Development Corporation Ltd. payable at Panchkula within 21 days from the date of issue of Letter of Acceptance.

**Note** – If the days of that month counted from the date of start of toll are less than Ten, then the 1<sup>st</sup> & 2<sup>nd</sup> installments alongwith TCS @ 2% or as applicable shall have to be deposited in advance within 21 days from the date of issue of letter of acceptance (& 2<sup>nd</sup> installment also, if applicable as per clause: 15)

4. I/We will deposit security deposit (equal to 15% of Contract Amount) in the shape of Bank draft in favour of Managing Director, Haryana State Roads & Bridges Development Corporation Limited payable at Panchkula or Bank guarantee in favour of Managing Director, Haryana State Roads & Bridges Development Corporation Limited with in 21 days from the date of issue of Letter of Acceptance.
5. I/We will also deposit post dated cheques for all the balance monthly installments within 21 days from the date of issue of letter of Acceptance.
6. I/We will deposit all the monthly installments on due date. In case cheque is encashed, I/We will bear the cheque clearance charges alongwith interest from due date @ 0.06% per day.
7. I/We have thoroughly read understood terms and conditions of tender for being appointed as Entrepreneur Agent for the aforesaid purpose and the terms and conditions and will abide by them.
8. I/We agree to keep my/our this bid open for acceptance up to 90 days after the last date of receipt of bid. I/We shall be bound by the communication of acceptance of this bid dispatched within the aforesaid time.
9. As required by the terms and conditions of Bid, I/We enclose herewith Bid Security of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) in the form of bank guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ of \_\_\_\_\_ bank on branch \_\_\_\_\_ at \_\_\_\_\_ valid up to \_\_\_\_\_ in favour of Managing Director, Haryana State Roads & Bridges Development Corporation Limited.
10. I/We agree that the full value of Bid Security will be forfeited without prejudice to any other right or remedy available to the Managing Director or his successor in office or his representative, should I/We:
- (i) Withdraw or modify my/our bid offer after the last date and time for the receipt of bids during the period of bid validity or extended validity period, or

- ii) Fail to deposit Security deposit and first installment in advance within 21 days from the date of issue of Letter of Acceptance.
- iii) Fail to sign the Contract agreement also within 21 days from the date of issue of Letter of Acceptance.

11. The names and addresses of the partner of our firm/Directors of our company are as follows:

Name \_\_\_\_\_ Address \_\_\_\_\_

1.

2.

3.

4.

A copy of our Deed of partnership duly certified as is enclosed.

OR

Our company is a private/public limited company registered under The Companies Act, 1956 and its registered office is situated at \_\_\_\_\_ A copy of the Memorandum and Articles of Association of our company duly certified as true is enclosed.

Yours faithfully,

(SIGNATURE OF Bidder)  
Capacity in which signing

Name:

Address:

**SECTION-5**

**LETTER OF ACCEPTANCE**

From: Managing Director,  
Haryana State Roads & Bridges  
Development Corporation Limited,  
Bays No. 13-14, Sector-2,  
Panchkula.

To \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Memo No. HSRDC \_\_\_\_\_ Dated \_\_\_\_\_

**SUBJECT: BID FOR APPOINTMENT AS ENTREPRENEUR/AGENT FOR  
COLLECTION OF TOLL AT TOLL POINT ON \_\_\_\_\_.**

Reference: - Your bid/offer dated \_\_\_\_\_ for the work under subject.

This is to inform you that your Bid/Offer dated \_\_\_\_\_ mentioned under reference for the appointment of Entrepreneur/Agent for collection of toll at **toll point on** \_\_\_\_\_ for a period of one year for a consideration of Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) now called **Contract amount plus T.C.S. @ 2%** or as applicable from time to time has been accepted subject to the following conditions coupled with all other conditions of Bid documents:

1. Total Contract amount for a period of one year payable by you is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) plus T.C.S. @ 2% or as applicable from time to time.
2. An amount of Rs. \_\_\_\_\_ (15% amount of contract amount for a year) is payable by you as Security Deposit for due performance of contract agreement to be executed. This amount can be paid by you in the form of Bank draft in favour of Managing Director, Haryana State Roads & Bridges Development Corporation Limited payable at Panchkula or Bank guarantee in favour of Managing Director, Haryana State Roads & Bridges Development Corporation Limited with in 21 days from the date of issue of Letter of Acceptance.

In addition to above, you are requested to deposit 1<sup>st</sup> installment (& 2<sup>nd</sup> installment also if applicable as per Note below) in advance of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) along with T.C.S. @ 2% or applicable from time to time

17

86

in the form of bank draft in favour of Managing Director, Haryana State Roads & Bridges Development Corporation Limited payable at Panchkula. This amount is payable by you within 21 days from the date of issue of Letter of Acceptance i.e. by \_\_\_\_\_, to enable you to execute and sign the agreement with HSDRC.

**Note-I** – If the days of that month counted from the date of start of toll are less than Ten, then the 1<sup>st</sup> & 2<sup>nd</sup> installments alongwith TCS @ 2% or as applicable shall have to be deposited in advance within 21 days from the date of issue of letter of acceptance.

The remaining installments should be deposited as per table given below:

Name of Installment	Amount	Due date
1 <sup>st</sup> (2 <sup>nd</sup> also, if applicable as per Note)	_____ + TCS @ 2% or as applicable from time to time	Within 21 days of issue of letter of acceptance.
Balance monthly installments except last.	_____ + TCS @ 2% or as applicable from time to time	Every 1 <sup>st</sup> date of that month.
Last Installment	_____ + TCS @ 2% or as applicable from time to time	1 <sup>st</sup> date of last month of Agreement period.

In case of default to pay any installment by the due date, same can be paid within next 30 days but along with interest calculated @ 0.06% of the due amount for each day of delay.

You will also deposit advance post dated cheques for all the balance monthly installments of contract period as under:

Name of installment	Advance post dated cheque		Name of Bank
	No. & date	Amount	
2 <sup>nd</sup>			
3 <sup>rd</sup>			
4 <sup>th</sup>			
5 <sup>th</sup>			
6 <sup>th</sup>			
7 <sup>th</sup>			
8 <sup>th</sup>			
9 <sup>th</sup>			

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10<sup>th</sup>

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11<sup>th</sup>

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12<sup>th</sup>

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In case the entrepreneur / Agent fails to deposit the installment by due date i.e. by 1<sup>st</sup> date of that month then these post dated cheques shall be deposited in bank for encashment. The cheque clearance charges alongwith interest from due date @ 0.06% per day shall be the liability of the Entrepreneur/ Agent and shall be recovered from him.

Further, if any installment is not paid within 30 days after due date along with interest or cheque is not encashed within 30 days after due date; your contract agreement can be terminated without any further notice. In such an event without, prejudicing or diluting our right/ remedy to any other claim or relief your Security deposit, installments of contract amount paid by you can stand forfeited to HSRDC without any claim from you. Authorization issued to you for collection of toll will stand cancelled and withdrawn and your entitlement to collect toll will cease. You will be stopped to make any further collection of toll and the site of toll point will be taken over by the Managing Director, HSRDC, who will start subsequent collection of toll in the way as deemed fit.

3. Stamp duty @ 1.5% of the contract value is leviable on the stamp papers to be purchased from Haryana State or as applicable from time to time.
4. Your security deposit of Rs. \_\_\_\_\_ to be taken as security for proper performance of contract agreement will be refunded on your request after one month after expiry of agreement period provided, you have paid all the money due to HSRDC and nothing being recoverable from you. If any dues are recoverable from you, it will be adjusted from your security deposit before it is refunded.
5. The consideration fixed for your contract entitles you to charge toll from motor vehicles specified in the schedule passing at toll point on \_\_\_\_\_ for a period of one year at the rates indicated in the schedule appended in the bid documents.
6. After payment of security deposit and 1st installment alongwith T.C.S. @ 2% or as applicable from time to time you are required to execute and sign contract agreement on the stamp paper of the value of Rs \_\_\_\_\_ (1.5% of contract value) to be purchased from Haryana State with HSRDC as envisaged in para 3 above within a period of 21 days also counted from the date of issue of this letter.

7. Failure on your part to deposit Security deposit and First installment in advance alongwith T.C.S. @ 2% or as applicable from time to time with in 21 days from the date of issue of Letter of Acceptance or failure to sign the agreement also with in 21 days from the date of issue of Letter of Acceptance, will render this Letter of Acceptance as cancelled and withdrawn and without prejudicing or diluting our rights and relief otherwise due. bid Security and other money paid by you to HSRDC in this connection shall stand forfeited to HSRDC without any claim from you.
8. After signing of agreement, you will be issued authorization for collection of toll from the specified vehicles as per schedule rates and as per terms and conditions of bid documents for strict observance by you.
9. The contract agreement signed between you and the Managing Director (For and on behalf of Haryana State Roads & Bridges Development Corporation Limited) shall be legally binding on you and shall remain operative for a period of one year calculated from the date specified in the agreement to be executed for a legally binding contract with timing deemed to be 0.00 hours.

**Dy. General Manager,  
for Managing Director,  
Haryana State Roads and Bridges  
Development Corporation Ltd.  
Panchkula.**

## FORM OF AGREEMENT

### Haryana State Roads & Bridges Development Corporation Limited

Name of Entrepreneur/Agent: \_\_\_\_\_  
Name of work: \_\_\_\_\_  
Contract No HSRDC: \_\_\_\_\_

THIS AGREEMENT MADE this \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ and \_\_\_\_\_ between \_\_\_\_\_ hereinafter referred to as Entrepreneur/Agent of the one part and the Managing Director, Haryana State Roads & Bridges Development Corporation Limited hereinafter referred to as "HSRDC"(which expression shall unless the context does not so admit include his successors and assignees) of the other part.

Whereas Haryana Government has declared toll point on *(as given in section-3, Clause-8)* as "Toll facility."

Whereas under the provision of section 2 of the Haryana Mechanical Vehicles (Levy of Toll) Act, 1996 (Haryana Act No 9 of 1996) Haryana Government is empowered to levy and collect toll on Motor vehicles passing through the toll point on *(as given in section-3, Clause-8 of bid document)*.

And whereas under the provisions of section 3 of the said Act, the Haryana Government is also empowered to levy toll on the said road at such rate and for such period as the Government may, from time to time, by notification in the official Gazette declare.

And whereas under the provisions of the said Act, the Government is further empowered to collect the toll so levied on the said road through the Entrepreneur/Agent, such Entrepreneur/Agent or his servants being deemed to be the persons empowered to collect toll under the said Act. Haryana Government under the provisions of said Act has entrusted tolling rights to Haryana State Roads & Bridges Development Corporation Limited

And whereas with a view to select and appoint a suitable Entrepreneur/Agent to collect toll levied on the said road, HSDRC had invited bids offers

And whereas the Bid offer made by the Entrepreneur/Agent for collection of toll on the said road for a period of one year commencing from the of date specified in the letter of Acceptance or Authorisation from the Managing Director (for and behalf of Haryana State Roads & Bridges Development Corporation Limited of execution of Agreement, to collect such toll has been

accepted by the HSRDC and the HSRDC has agreed to appoint the Entrepreneur/Agent to collect toll on the said road on certain terms and conditions.

**NOW THIS AGREEMENT WITNESSTH AS FOLLOWS :-**

1. In the agreement words and expressions shall have the same meaning as are assigned to them as per general conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be construed as part of this contract agreement in the following order of priority.
  - i) Agreement form including conditions duly completed, signed and executed by the Entrepreneur/Agent and Managing Director (For and on behalf of Haryana State Roads & Bridges Development Corporation Limited)
  - ii) Letter of Acceptance.
  - iii) Schedule of Toll Rates
  - iv) Form of Bid duly completed and signed by Entrepreneur/Agent
  - v) Notice Inviting Bid and Instructions to Bidders.
  - vi) Definitions.
  - vii) Duties and functions to be performed by the Entrepreneur/Agent Schedule-1, Schedule-2, Schedule-3 and Forms 1 to 3.
  - viii) Mutually agreed terms and conditions if any

WHEREAS, the Entrepreneur/Agent has agreed to make payment of Rs. \_\_\_\_\_ only plus T.C.S. @ 2% or as applicable from time to time to HSRDC in installments as prescribed in the contract for a period of \_\_\_\_\_ in consideration of his appointment as Entrepreneur/Agent to collect toll. The time period of the toll will be so adjusted that the toll collection ends at the end of the quarter i.e. 31<sup>st</sup> of March, 30<sup>th</sup> of June, 30<sup>th</sup> of September & 31<sup>st</sup> of December.

AND WHEREAS, it has been agreed that the said sum of Rs. \_\_\_\_\_ only as deposited by the Entrepreneur Agent as Security Deposit will not carry any interest.

AND WHEREAS, the parties are desirous of recording the terms and conditions on which the Entrepreneur Agent has been authorized by the HSRDC to collect toll at toll point on \_\_\_\_\_ (as given in section-3, Clause-8) for a period of one year.

In consideration of the promises, the HSRDC do hereby appoint the Entrepreneur Agent and Entrepreneur Agent do hereby agree to act as the Entrepreneur Agent of the HSRDC for



collection of the toll on the said toll point for a period One year from the date specified in the letter of acceptance or authorization from the Managing Director (For and on behalf of Haryana State Roads & Bridges Development Corporation Limited) authorizing the Entrepreneur/Agent to collect toll on the said road.

Provided that, the HSRDC may with the concurrence of the Entrepreneur/Agent may extend the period of contract for such further period, which may extend up to three months as to in its discretion thinks fit, but on the existing terms and conditions contained in this Agreement. However pro-rata payment shall be made by the Entrepreneur/Agent for the number of days based on the rate of monthly installment.

Provided always that in no event the Entrepreneur/Agent shall have the right to demand continuance of contract agreement beyond the period of contract prescribed in this agreement or extended period of contract as the case may be.

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.

AND WHEREAS, the Entrepreneur/Agent in pursuance to the terms and condition of the contract has deposited the first installment (and second installment also, if applicable as per Note-1) in advance of Rs. \_\_\_\_\_ only alongwith T.C.S. @ 2% or as applicable from time to time.

**Note-1** – If the days of that month counted from the date of start of toll are less than Ten, then the 1<sup>st</sup> & 2<sup>nd</sup> installments alongwith TCS @ 2% or as applicable shall have to be deposited in advance within 21 days from the date of issue of letter of acceptance.

Whereas the Entrepreneur/Agent do hereby agree to pay regularly the following installments as given under by the specified due dates.

Name of Installment	Amount	Due date
1 <sup>st</sup> (2 <sup>nd</sup> also, if applicable as per Note-1)	_____ - TCS @ 2% or as applicable from time to time	Within 21 days of issue of letter of acceptance
Balance monthly installments except last.	_____ - TCS @ 2% or as applicable from time to time	Every 1 <sup>st</sup> date of that month
Last installment	_____ - TCS @ 2% or as applicable from time to time	1 <sup>st</sup> date of last month of Agreement period

AND WHEREAS, the Entrepreneur/Agent hereby agrees that all the above mentioned installments alongwith T.C.S. @ 2 % or as applicable from time to time shall be paid in the shape of demand drafts drawn on any Nationalized Bank ICICI, HDFC, UTI, IDBI Bank, payable at Panchkula, in favour of Managing Director, Haryana State Roads & Bridges development Corporation Limited.

Further the Entrepreneur/Agent hereby agrees that he will pay to the HSRDC all installments alongwith T.C.S. @ 2 % or as applicable from time to time on due dates in advance as aforesaid and that further he will have no claim for interest on these installments paid in advance.

And whereas, in case of default to pay any installments by due date the same will be paid along with interest calculated @ 0.06% per day of delay. Further in case any installment along with interest is not paid within 30 days counted from the due date or the cheque is not encashed within 30 days after due date, then the contract agreement can be terminated without any further notice. In such event without prejudicing the rights and other remedies available to the Haryana State Roads & Bridges development Corporation Limited, the Security Deposit and all installments of contract amount already paid shall stand forfeited without any claim from the agency.

Further any authorization letter for collection of toll issued shall be treated as cancelled and withdrawn. Further more Haryana State Roads & Bridges development Corporation Limited will be at liberty to take over the site and start collection of toll as deemed fit.

And the Entrepreneur/Agent has also deposited advance posted dated cheques for all the balance monthly installments of contract period as under:

Name of installment	Advance post dated cheque		Name of Bank
	No. & date	Amount	
1 <sup>st</sup>			
2 <sup>nd</sup>			
3 <sup>rd</sup>			
4 <sup>th</sup>			
5 <sup>th</sup>			
6 <sup>th</sup>			
7 <sup>th</sup>			
8 <sup>th</sup>			
9 <sup>th</sup>			

10<sup>th</sup>

11<sup>th</sup>

12<sup>th</sup>

In case the entrepreneur / Agent fails to deposit the installment by due date i.e. by 1<sup>st</sup> date of that month then these post dated cheques shall be deposited in bank for encashment. The cheque clearance charges alongwith interest from due date @ 0.06% per day shall be the liability of the Entrepreneur/ Agent and shall be recovered from him.

(The post dated cheques of those Entrepreneur/Agents who deposited the monthly installment on due date shall be returned back).

And whereas Entrepreneur/Agent hereby agrees that he shall collect toll at the rates mentioned in the schedule as given in the Schedule of Toll Rates in Section-7.

3. AND WHEREAS, the Entrepreneur/Agent do hereby agree :

That any sum of money due or payable to the Entrepreneur/Agent including Security Deposit returnable to the Entrepreneur/Agent under this, may be appropriated by the HSRDC to set off against any claim of HSRDC for the payment of any sum of money arising out of or under any other contract made by the Entrepreneur/Agent, with the HSRDC

4. And whereas the Entrepreneur/Agent hereby agrees to the further terms and conditions,

- i) The Entrepreneur/Agent shall not assign or sublet without the written approval of the Managing Director, Haryana State Roads & Bridges Development Corporation Limited. Employment of labour on piece rate basis shall not however be deemed sub-letting. If the Entrepreneur/Agent shall assign or sublet the contract or attempts to do so without the approval as aforesaid or becomes insolvent or commence any solvency proceedings or makes any composition with his creditors or attempt to do so or if any bribe, gratuity, gift, loan, perquisite, reward, pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the Entrepreneur/Agent or by any of his servants or agents to any public officer or office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Managing Director, HSRDC may absolutely there-upon terminate the contract and in the event of said course being adopted, the consequences specified therein shall ensue.

- ii) If the Entrepreneur Agent being natural persons die or being natural person or a partnership firm is adjudged insolvent or commits any act of insolvency or being a limited company is ordered to be wound up or makes arrangements with its creditors or fails to observe any of the provisions of this contract, the contract shall, forthwith, stand terminated, without prejudice to any other rights or remedies of the HSRDC under this contract. If the Entrepreneur/Agent or servants of the Entrepreneur/Agent not being limited companies are convicted of any offence under the prohibition Act, or opium smoking Act, or the Narcotic Drugs and Psychotropic substances Act, the HSRDC shall, at its discretion have the right to terminate the contract without notice and in that event no compensation shall be payable by the HSRDC to the Entrepreneur/Agent on account of such termination of the contract.
- iii) However, neither party shall be liable to the other for any loss or damage occurred/ caused by or arising out of acts of God and in particular, "unprecedented floods", resulting in disruption of traffic on the road, volcanic eruption, earth quake or other convulsion of nature, and other acts, such as, but not restricted to invasion, the act of foreign countries, hostilities or war like operation before or after declaration of rebellion, Military operation which prevent performance of the contract and which would not have been foreseen or avoided by prudent person and in such cases the decision of Managing Director HSRDC shall be final.
- iv) In the event of any default on the part of the Entrepreneur/Agent to comply with any of the terms of this contract or in the event of termination of the contract by the HSRDC under any provision, the HSRDC shall have the right to forfeit the entire or part amount of Security Deposit, furnished by the Entrepreneur/Agent and to appropriate the Security Deposit or any part thereof in or towards the satisfaction of any claim of the HSRDC or any damage, losses, costs charges or expenses, or otherwise. However, the decision of Managing Director HSRDC shall be final in respect of such damages, losses, costs, charges or expenses or otherwise and binding on the Entrepreneur Agent.
- v) In the event of the Security Deposit being found insufficient or if the Security Deposit has been wholly forfeited, the balance of the total sum recoverable as the case may be shall be deducted from any sum due to them or which at any time thereafter may become due to the Entrepreneur Agent under this or any other contract with the HSRDC, should that also be not sufficient to cover the full

amount recoverable, the Entrepreneur Agent shall forthwith pay to the HSRDC on demand the remaining balance due.

- vi) Upon the compliance by the Entrepreneur Agent with all obligations and requirement under this contract agreement, the deposit or such part thereof, as shall not have been forfeited or appropriated as aforesaid, shall be refunded to the Entrepreneur Agent.
- vii) HSRDC shall, without prejudice to its any other rights and remedies, be entitled to recover from the Entrepreneur/Agent all amount due or recoverable by HSRDC from him there under as arrears of land revenue under the provisions of law enforce in that behalf.
- viii) Except where otherwise provided or specified in the contract and subject also to, such power as may be delegated to him from time to time by the Government, the decision of the Managing Director, HSRDC for the time being in charge of the said Toll facility on all questions and matter whatsoever arising out of or in relation to or in connection with this contract or as to the interpretation of any of its provisions or clause s either during the subsistence of this contract or at any time thereafter shall be final and binding on the parties to this contract.

5. In case of total or complete closure of this toll facility to motor vehicle traffic due to any reason, Entrepreneur/Agent may be granted rebate @ 1/30 of installment amount for each day for the number of the days of admitted closure as certified by the Managing Director, HSRDC subject to the following conditions:

As soon as the traffic is closed on the toll facility, the Managing Director, HSRDC will be informed telegraphically/email and in writing by the Entrepreneur/Agent and suitable entry made in the record maintained at site on register.

- i) Immediately on the re-opening of traffic Managing Director, HSRDC will be informed telegraphically email and in writing by the Entrepreneur/Agent and suitable entry instantly being made in the register.
- ii) Claim for closure for less than 24 hours will not be entertained.
- iii) The Entrepreneur Agent shall submit detail of such closure for which he intends to claim rebate, by the 10th day of following month to the Managing Director, HSRDC. If the Entrepreneur Agent does not submit details of his intended claim by the 10th day of following month, it will be presumed that he has no claim for rebate for the preceding month.
- iv) The rebate if any after full satisfaction by the Managing Director, HSRDC, will be allowed in the final installment of contract money to be paid to the HSRDC by the

Entrepreneur Agent. However, strike by particular category / categories of vehicles shall not be treated as a total/complete closure of toll facility.

6.
  - i) Toll will be collected by the Entrepreneur Agent at the scheduled rates as provided in the contract.
  - ii) As soon as Managing Director, HSRDC withdraws his authorization, Entrepreneur Agent will stop collection of such toll.
7. It shall be the responsibility of the Entrepreneur/Agent to protect against accidents on the said road. He shall indemnify the Managing Director, HSRDC against any claim for damage or injury to any person or property resulting from and in the course of the work and also under the provision of the workmen's compensation act.
8. In the event of death or insanity of the Entrepreneur/Agent, the contract may be terminated by notice in writing, pasted at the site and advertised in one issue of local newspaper. All acceptable claims shall thereafter be paid at appropriate rates after recovering all the Entrepreneur/Agent dues to Managing Director, HSRDC, to the persons entitled to receive and give discharge for such payment.
9. It is clarified and agreed to by the parties that all rights of the Managing Director, HSRDC at the site of toll facility are reserved and retained by it and only toll collection rights are being given to the Entrepreneur/Agent.
10. Managing Director, HSRDC shall be entitled to terminate this Agreement at any time.
  - a) Without assigning any reason thereof after giving to the Entrepreneur/Agent fifteen days prior notice in writing and in that event the Entrepreneur/Agent shall not be entitled to claim, recover or receive from the Government any compensation whatsoever on account of such premature termination.
  - b) By giving 15 days notice in writing to Entrepreneur Agent for breach or non observance by Entrepreneur Agent any terms or conditions of this agreement for which no specific provision is available separately.

In the happening of such an event and agreement being terminated, Entrepreneur Agent will be liable to pay to Managing Director, HSRDC money proportionately calculated @ 1/30 of the monthly installment for each day, the agreement remained in force.

Further in case of the agreement having been terminated under clause (b) above, the Entrepreneur Agent will further be liable to pay to HSRDC, out of his security deposit any amount or portion thereof of Security Deposit as deemed appropriate

by the Managing Director, HSRDC whose decision will be final and binding upon the Entrepreneur/Agent.

11. Managing Director, HSRDC shall, without prejudice to its any other rights and remedies, be entitled to recover from the Entrepreneur/Agent all amounts due or recoverable by Managing Director, HSRDC from him there under as arrears of land revenue under the provision of law enforce in that behalf.
12. The entrepreneur/agency should install appropriate hoardings/reflective Boards relating to 'User fee,' exempted category, placards etc. as depicted in the enclosed '**Layout Plan**' and details given in **Annexure-2**.
13. a) The Entrepreneur/Agent agrees that he will not charge fee in excess of the prescribed fee rate from any user. If it is found at any time, fee in excess of the prescribed rate has been charged by the Entrepreneur/Agent from any user, such action of the Entrepreneur/Agent shall be construed as misconduct on the part of Entrepreneur/Agent and may result in termination of contract without any notice.  
b) The Entrepreneur/Agent will make appropriate arrangement for management of the traffic at his own cost and shall ensure that no vehicle has to wait for more than one minute for the purpose of paying the fees.  
c) The Contractor shall not be allowed to make his 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 EE/DGM in-charge on such matter shall be final and binding
14. The Entrepreneur/Agent shall furnish to the Managing Director, HSRDC such information as may be required for all categories of employees employed by him.
15. In the event of abandonment of the project by the Entrepreneur/Agent due to his fault or due to bankruptcy or default or for any other reason attributable to him, the Managing Director, HSRDC will be entitled to take over the fee collection gates, cancel this agreement in the manner he deems fit. Further the Managing Director, HSRDC in such a situation will forfeit the security and all other money given by the Entrepreneur/Agent to HSRDC on any account without any claim from him.
16. The Entrepreneur/Agent shall furnish to the Managing Director, HSRDC concerned a list of persons employed by him, for the purpose of collection of fee, along with their educational qualification and experience. The Managing Director, HSRDC may object to employment of any person and shall give notice to this effect. The Entrepreneur shall remove such person under intimation to Managing

Director within a period of 24 hours of such notice given by the Managing Director, HSRDC to the Entrepreneur/Agent.

17. The Entrepreneur/Agent shall keep the road open for traffic at all hours under all reasonable conditions except when crossing the road is dangerous and the Entrepreneur/Agent is asked to close traffic.
18. All incidental expenses whether recurring, non recurring, incidental due to collection of toll or receipt book, stationery, dues, wages of his staff etc. will be the liability of Entrepreneur/Agent.

**19. DIVERSIONS:**

- (a) The Contractor has surveyed the said Section of this toll road 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), whether existing or likely in the future which any road user may opt, inter-alia, to avoid payment of the fee by bypassing the fee collection booths.
- (b) The Contractor undertakes that, it shall not make any claim for any decrease in traffic on the ground of diversion of the traffic, even if such diversion did not exist at the time of submission of the bid by the Contractor.
- (c) The Contractor will not be entitled to (a) close and (b) demand closure by any authority whatsoever, of any lateral entry to the said section of the Highway/road for which fee is to be collected. The Contractor recognizes that all tollable traffic on the said section may not pass through the fee collection booth or fee plaza.

**20. REQUIREMENT OF PERSONNEL FOR FEE COLLECTION:**

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

However, the Corporation reserves the right to serve directions for any change in the number of personal to be deployed by the Contractor, for the purpose of Fee Collection for ensuring free flow of traffic.



**21 DEPLOYMENT OF PERSONNEL:**

- (a) The Contractor shall ensure that the personnel deployed by it for discharging its duties under this Contract are of good health, of highest integrity, punctual, well dressed and well behaved.
- (b) The Contractor shall furnish to the Corporation a list of persons deployed for the purpose of discharging its obligations under the Contract, containing all the details like their educational qualifications, training undergone, experience, personal residential addresses and recent photographs.
- (c) The uniform of the personnel deployed shall necessarily bear the name of the individual and the name of the Contractor. The uniform shall be such, as may be approved by the Executive Director of the Corporation.
- (d) The Corporation reserves its right to object to the deployment of any personnel for any reason in which case, such person or persons being objected by the Corporation shall be removed by the Contractor forthwith and replaced within a day from such removal.
- (e) The personnel deployed by the Contractor shall not misconduct/misbehave with the members of public and shall observe strict discipline and decency in their behavior.
- (f) The Corporation 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 and Contractor alone shall be responsible for consequences and if any such incident takes place, the Contractor shall forthwith intimate the said incident to the Executive Director.
- (g) The Contractor specifically agrees that the personnel deployed by it, will not in any way claim employment with the Corporation. The Contractor shall be solely responsible for any dispute raised by the personnel deployed either during the term of the Contract or thereafter.

**22. 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 Corporation 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 Corporation 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 Corporation shall be entitled to adjust the same from the Performance Security and pay such statutory dues to the appropriate Corporation. The Contractor shall replenish the Performance Security within 7 days of the notice by the Corporation. The decisions of the Corporation in this regard shall be final and binding on the Contractor.

**23. PENALTY FOR CHARGING EXCESS FEE:**

- (a) In case, it is observed and/or established to the satisfaction of the Corporation that the Contractor has charged fee in excess of the prescribed rate, the Corporation may terminate the contract forthwith and/or may impose a penalty of Rs. One Lakh or an amount equivalent of one day's fee receivable by the Corporation, whichever is higher and may provide the Contractor another opportunity of continuing the Fee Collection. However, in no case, the Corporation shall afford more than one opportunity to the Contractor.
- (b) The Corporation also, reserves the right to estimate the excess collection of fee made by the Contractor and recover the same, which will be over and above the penalty imposed and to be recovered from the Contractor.
- (c) The termination under this clause shall make the Contractor liable for unconditional forfeiture of the Performance Security.
- (d) 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 HSRDC and Haryana PWD B&R for a minimum period of 2 years. The other current works shall also be terminated without any separate hearing of representation on this issue.

**24. OPERATIONAL TRANSPARENCY:**

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

- 25 (a) The Contractor undertakes the responsibility of the complete job of fee collection, maintenance of all records, maintaining the cleanliness of the plazas fee collection booths

and surrounding area etc. and any other duty as may be assigned by the Corporation from time to time.

- (b) The Contractor shall make appropriate arrangement for management of the traffic at its own cost and shall ensure that no vehicle has to wait for more than one minute for the purpose of paying 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 Corporation 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) The Contractor shall also submit such information in such format which would enable the Corporation to submit information to appropriate prescribed authorities under the various laws applicable.
- (e) The Contractor also agrees to unconditionally abide by such other direction of the Corporation issued by the Executive Director on all operational matters including on deployment of the personnel for the purpose of this Contract.

**26. RIGHT OF INSPECTION:**

- (a) The Corporation reserves the right to conduct checks including surprise checks at any time, to check/observe/witness the activities of the Contractor including the fee collection Plaza(s) and to monitor or to ensure that any or all the activities including fee collection enunciated by this Contract are being carried out properly by the personnel deployed by the Contractor.
- (b) The Corporation may exercise any check/control to ensure discharge of various obligations by the Contractor under the Contract not limited to following:
  - i) Correctness of the fee charges recovered from users, as prescribed:
  - ii) Issue of proper Receipts to all Vehicles:
  - iii) Maintenance of proper registers including those relating to collection of fee from different type of vehicles :
  - iv) Monthly remittance of amount due from the Contractor by the prescribed date:
  - v) Maintain Fee Plaza(s) and its appurtenances by the Contractor at his cost and ensure that they are in good running condition:
  - vi) Arrangement for lighting and water are in order: and

- vii) There is no delay to the traffic due to procedure of collection of fee and also there is no traffic jam at the Fee Plaza(s).
- viii) Any other check or control as considered appropriate by the Corporation including through its authorised representative.

**27 BREACH:**

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

**28. 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.

**29. ASSIGNMENT:**

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

**30. INDEMNITY:**

The Contractor shall indemnify the Corporation 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 fees of the Attorney) which may be made or recovered from the Corporation by reason of any acts, omissions (whether negligent or otherwise) or due to willful misconduct of the Contractor including its agents, survivors and personnel.

- 31. The Entrepreneur/Agent on award of collection rights at prescribed rates will have to make suitable arrangements for construction of toll plaza as per requirement at toll point with satisfaction of M.D., HSRDC and maintain the same during the toll period. The Entrepreneur Agent shall also install and maintain toll collection barriers. The Entrepreneur Agent shall also provide reasonable facilities to the toll payers/traffic as directed by Managing Director HSRDC.**

31.4. *It has been in principle decided that HSRDC would supply receipt books free of cost to the entrepreneurs for use at toll point. The receipt book (S) other than issued by HSRDC would not be used by entrepreneur at the toll point. The entrepreneur would only be*

*permitted to arrange receipt books at his level when there is interruption in supply of receipt books because of failure at the level of source engaged by HSRDC for supply of receipt books or some other unavoidable reasons and no claim would be entertained from the entrepreneur for making such arrangement at his level.*

**The entrepreneur/agent will give receipt machine numbered (to be supplied free of cost by HSRDC) to respective payee for the amount of toll received as per specimen given in Section-10 Form No. 1. The receipt book should carry receipts in triplicate, each in different colour. One copy for payee, another for entrepreneur and third for submitting to HSRDC by the entrepreneur at the end of each month. The back of receipt would bear the toll rates applicable as per Govt. notification. The entrepreneur will issue receipts after recording all details given in Form No. 1. The complete registration No. (not only numerical numbers) with type of vehicle should be mentioned on all the three copies while issuing receipt to the payee.**

32. If the Entrepreneur/Agent is imprisoned, becomes insolvent, compound with his creditors has a receiving order made against him or carry on being under a receiving for the benefit of the creditors or any of them or being partnership firm become dissolved, or being a corporation goes into liquidation or wind up for the purpose of amalgamation or reconstruction. The department shall be at liberty :-

- i) To give such liquidator, receiver, or other person in whom the contract may be vested the option of carrying out the contract or a portion thereof to be determined by the department, subject to his providing the appropriate guarantee for the performance of such contract or
- ii) To terminate the contract forthwith by notice in writing to the Entrepreneur/Agent, the liquidator, the receiver or person in whom the contract is vested, this termination is ordered under the agreement.
- iii) The Entrepreneur Agent will make compliance of any statutory requirement to keep record to pay the dues of taxes duties custom etc. as per law to respective authorities.

33. The Entrepreneur Agent shall confirm & abide by all the laws of the land and the regulations and bye laws of local authorities, and of any water or electricity companies with whose systems the structure is proposed to be connected. The Entrepreneur Agent shall give all notice required by the said Acts, regulations or bye-laws and pay all fees in connection therewith. He shall also ensure that no attachments are made against property. The Entrepreneur Agent shall protect and

save HSRDC against all claims or liabilities arising from or based on the violation of such laws, ordinance, bye-laws, decree or attachment by him or by his employees.

34. CHANGE OF CONSTITUTION:- Where the Entrepreneur Agent is a partnership firm, the prior approval in writing of the Managing Director, HSRDC shall be obtained before any change is made in the constitution of the firm, where the Entrepreneur/Agent is an individual or a Hindu undivided business concern such approval as aforesaid shall likewise be obtained before the Entrepreneur/Agent enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the Entrepreneur/Agent. If prior approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of terms of agreement and the action will be taken for termination of contract and same consequences shall be applicable.

35. LABOUR LAWS:-The Entrepreneur/Agent shall comply with all the provisions of minimum wages Act 1948, workman's compensation Act 1923, contract labour Regulation and abolition Act 1970 and the rules framed there under, the payment of wages Act 1936, Employees liability Act 1938, Maternity benefits Act 1961, The apprentices Act 1961 and rules framed there under and the Industrial Disputes Act, 1947. He shall also make satisfactory arrangement for the workmen employed on the work.

In every case in which by virtue of provisions of the contract regulation and Abolition Act 1970, and of the contract labour Rules, HSRDC is obliged to pay any amount of wages to a workmen employed by the contract in execution of the works or to incur any expenditure in providing welfare and health amenities required to be provided under the above said act and the rule under the P.W.D. Entrepreneur Agent's labour regulations or under the rules framed by the Government from time to time, for the protection of health and sanitary arrangement for workers employed by Entrepreneur Agent, the Government will recover from the Entrepreneur Agent, the amount of wages so paid or the expenditure so incurred without prejudice to the rights of the HSRDC under section 20 Sub-Section (1) and section 21 Sub- Section (4) of the contract Labour (Regulation and Abolition) Act 1970. Managing Director, HSRDC shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Managing Director, HSRDC to the Entrepreneur Agent whether under this contract or otherwise. Managing Director, HSRDC shall not be bound to contest any claim made against it under section 20

- Sub section (1) and section 21, sub section (4) of the said Act except on the written request of the Entrepreneur/Agent and upon his giving to the HSRDC full security for all cost for which the HSRDC might become liable in contesting such claim.
36. **ENTREPRENEUR AGENT LIABLE FOR PAYMENT OF COMPENSATION TO INJURED WORKMAN OR IN CASE OF DEATH.**
- In every case in which by virtue of the provision of the section 12, Sub-section (1) of the workman's compensation Act, 1922, the HSRDC is obliged to pay compensation to a workman employed by the Entrepreneur/Agent in the performance of the contract, the HSRDC will recover from the Entrepreneur/Agent the amount of compensation so paid without prejudice to the right of HSRDC under section 12, sub section (ii) of the said Act. The HSRDC shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sums due by the HSRDC to the Entrepreneur/Agent whether under this contract or otherwise HSRDC shall not be bound to contest any claim made against it-under section 12, Sub-section (1) of the said Act except on the written request of the Entrepreneur/Agent and upon his giving to HSRDC full security for all costs for which the HSRDC might become liable in consequence of contesting such claim.
37. The Fee Inspectors will be posted with necessary guard to assist at either end of the Tolling point who shall be authorized to collect fee in respect of any mechanical vehicle crossing the toll point at the rate specified in the schedule. There shall be provided, at either of the end of a toll point, a cross bar for securing the stoppage of mechanical vehicle. The fee inspector shall ensure at the cross bar that passages is not allowed to mechanical vehicle unless the fee leviable in respect there of has been paid.
38. Except where otherwise provided or specified in this agreement and subject also to such powers as may be delegated by the **Managing Director, HSRDC to the Executive Engineer (PWD B&R) concerned or anyone else for the time being in charge of the said fee collection**, on all questions and matter whatsoever arising out of or in relation to or in connection with this Agreement or as to the interpretation of any of its conditions whether during the currency of this Agreement or at any time thereafter, shall be final and binding on the Entrepreneur Agent.
- Provided that, in the event that the Entrepreneur Agent disagrees with any decision of the Executive Engineer concerned or person authorized by Managing Director, he may send a written communication to the Executive Engineer concerned or person authorized by Managing Director indicating the issues.

39. In the event the Entrepreneur Agent disagreeing with the decision mentioned in the provision of above, he may request the Managing Director, HSRDC, for appointment of an Arbitrator for adjudication of the dispute. On receipt of request from the Entrepreneur Agent for appointment of Arbitrator, Managing Director, HSRDC will appoint an Arbitrator for adjudication of the dispute. The arbitrator so appointed shall conduct the arbitration proceedings in accordance with the provision of the contract agreement. Fee of the Arbitrator shall be paid by the party who will seek the arbitration.
40. Pending appointment of Arbitrator or resolution of the dispute by Arbitrator, the Entrepreneur Agent will continue to remit the agreed installment of money to the Managing Director, HSRDC.
41. The Entrepreneur Agent shall bear and pay the stamp duty in respect of this agreement as per Stamp Act 1899.
42. Upon the expiry of the period of this agreement or earlier termination of contract all rights of the Entrepreneur Agent in the fee collection gates shall stand transferred to the Managing Director, HSRDC concerned without any cost being payable to the Entrepreneur Agent, by the Managing Director, HSRDC.
43. The Entrepreneur Agent shall also perform the duties and functions as appended here in after under this head.
44. **AMENDMENT:**

Terms of this Contract can be amended with the mutual consent of both the parties.

In witness thereof the parties hereto set their respective hands and seals on the \_\_\_\_\_ day of \_\_\_\_\_ Month and year \_\_\_\_\_ in the presence of

**Signature of Dy. General Manager, with seal**

**Signature of Entrepreneur / Agent with seal**

Name:-

Name of Entrepreneur Agent:-

Designation:- Dy. General Manager  
for Managing Director  
Haryana State Roads & Bridges  
Development Corporation Limited

Address of Entrepreneur Agent:-

Signed, sealed & delivered by Sh.-----  
in the capacity of Entrepreneur,

Signature, Name & Address of witnesses

Signature, Name & Address of witnesses

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_



## SECTION-7

### SCHEDULE OF TOLL RATES

Sr. No.	Particulars of vehicles	Rates from 1.04.2012
1.	Trucks (laden with goods or unladen) Canters/multi axle vehicles/dozers and earth movers etc.	Rs.200/- per trip including return journey
2.	Buses/mini buses with Stage Carriage Permits	(i)Rs.200/- per trip, for single trip including return journey. (ii)Rs.300/- for daily pass. (iii)Rs.6000/- for monthly pass
3.	Buses/mini buses with Contract Carriage Permits	Rs. 200/- per trip including return journey
4.	Maxi cabs	Rs.20/- per trip including return journey
5.	Light Commercial Goods Vehicles like Mahindra and Tata Pick Up Vans/loaded tractor trolley carrying non-agriculture products	Rs.50/- per trip including return journey
6.	Vehicles having more than 10 tyres	Rs. 300/- per trip including return journey

The following vehicles are exempted from the payment of toll over this toll facility :-

- i) Defence vehicles.
- ii) Non Commercial Vehicles of all state Governments and Government of India.
- iii) Police vehicles
- iv) Fire Fighting vehicles.
- iv) Ambulances.
- v) Funeral vans.

**NOTE 1.:** *The above toll rates include single return trip on the same day through the same toll point. When the same vehicle has to cross this toll point more than once in the same direction on the same day, then the user shall have to pay toll again for the additional trip at the same toll rates except for the vehicles having daily and monthly passes. However, if the user also crosses any other toll point of any other toll facility on the same day, the user will have to pay toll at that toll point also as applicable.*

**NOTE 2.:** *No toll is levied on two wheelers, jeeps other than maxi cabs, cars, tractors & tractors with trolley for agricultural purposes.*

## SECTION- 8

### FUNCTIONS & DUTIES TO BE PERFORMED BY THE ENTREPRENEUR / AGENT

#### Schedule-1

1. To demand and collection of toll only from motor vehicles and trailers driven by such vehicle that pass over the toll point at the rates mentioned in the schedule.
2. To construct, maintain and use the toll station only for the purpose of collection of toll and for no other purpose what so ever and to protect it.
3. To pay to HSRDC cost of making good the damage caused to the said road / toll station.
4. To make the necessary arrangements for lighting to ensure proper working of the toll station and regulations of traffic near it by way to:-
  - (a) Maintain the existing electric arrangement and electric lighting and arrange petromax lamp etc. in sufficient number including all expenses required thereof for the entire period of the agreement.
  - (b) Paying punctually the electricity charges payable in respect of consumption of electricity at all toll station. if and wherever such electric lighting arrangement are already provided by Government as they become due and payable and not to allow them to fall in arrears for the entire period of agreement.
5. To replace bulbs and tubes in the toll station.
6. To permit the officers duly authorized in that behalf at any time or at times during the currency of this agreement to enter upon the premises of the toll station for the purpose of inspection.
7. To permit officers of HSRDC of the rank of J.E. and above to enter the toll collection premises for the purpose of inspection and checking from time to time.
8. To carry out and observe the directions that may from time to time be given to him by the Executive Engineer or representative of Managing Director.
9. The Entrepreneur Agent has to make his own arrangement for the residence of his staff working on toll station. No accommodation will be made available and neither toll plaza nor office building will be utilized as a residence or rest room.
10. The Entrepreneur Agent should make all his own arrangement for water supply for drinking as well as for other utilization at his cost.
11. The Entrepreneurs Agent will have to get insured all his staff working on toll station against accident etc.

12. The Entrepreneurs Agent shall maintain the fee collection gates and other works connected therewith in good repair during the execution of this agreement.
13. All the persons employed by the Entrepreneur Agent while on duty at the fee collection gates shall wear neat uniforms with same badges indicating names.
14. The Entrepreneurs Agent shall report at once to the officers in charge of the nearest police station of any accident occurring on or near the toll point by which the death or serious injury is caused.
15. The Entrepreneur Agent shall see that vehicle carrying Government mails are not unreasonably delayed in crossing the Toll point .
16. The Entrepreneurs Agent shall not employ in connection with collection of toll, any person who hasn't completed 18 years of age. Any person having infectious disease lunatic, convict of criminal offence, declared misconduct shall not be employed.
17. The entrepreneur/agency should install appropriate hoardings/reflective Boards relating to 'User fee,' exempted category, placards etc. as depicted in the enclosed '**Layout Plan**' and details given in **Annexure-2**.

In witness thereof the parties hereto set their respective hands and seals on the \_\_\_\_\_ day of \_\_\_\_\_ Month and year \_\_\_\_\_ in the pre sence of

Name & address, \_\_\_\_\_

Signature of Entrepreneur/Agent

1. \_\_\_\_\_

Signed sealed & delivered by  
capacity of Entrepreneur

2. \_\_\_\_\_

In the presence of  
Name & address.

## SECTION- 9

### **Schedule-2**

**Details of the registers to be maintained by the agent at fee collection gates.**

Registers to be maintained by the Agency

- (i) Register showing the daily collection of toll fee of different toll rates on different booths.
- (ii) Register showing the amount of fee collected every day in a particular month.
- (iii) Statement showing the details of fee collected and expenditure incurred by agency, on monthly basis.
- (iv) Report of inspection.

After the expiry of the franchisee period, all the above documents and registers should be handed over to the Executive Engineer.

### **Schedule-3**

#### **Controls and checks to be exercised by Department**

Correctness of the fee charges recovered from users with date as prescribed.

Issue of proper receipt to all vehicles.

Maintenance of proper registers.

Monthly remittance of tolls collected by the agent by the prescribed date.

Toll plaza and its appurtenances are being maintained by the agent at his cost and are in good running condition.

Arrangements for lighting and water are in order.

There is no inordinate delay to the traffic due to procedure of collection of fees; there is no traffic jam at fee collection gates.

**SECTION-10**

**FORM No. 1**

**I. (On front side)**

Book No. ....  
Receipt No. ....

**Specimen form of receipt to be issued for collection of toll**

**Receipt for payment of toll fee**

**Toll Facility** (as given in section-3, Clause-8)

**Location of Toll Point** \_\_\_\_\_

**Date** UP

**Time** Down

1. Description of vehicle with Registration number
2. Amount of fee paid  
(including return journey)

Signature of fee Inspector  
(Seal of Agent)

**II. On back side**

List of toll rates as applicable vide gazette notification of applicable date

## Form No. 2

Report of inspection of an Authorized Officer

Sr. No.

Name of Inspection Officer

Date & Time of Inspection

Results (Inspection)

Signature of inspecting officer

Remarks

(1)

(2)

(3)

(4)

(5)

(6)

## Form No. 3

Register showing the checking of fee collection gates

Sr. No.

Designation of Officer

Date

Time

(1)

(2)

(3)

(4)

(5)

## SECTION-11

### BID SECURITY (BANK GUARANTEE)

WHEREAS, \_\_\_\_\_ [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated \_\_\_\_\_ [date] for the collection of Toll fee at toll point at toll point on *(as given in section-3, Clause-8)* for a period \_\_\_\_\_ (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We \_\_\_\_\_ [name of bank] of \_\_\_\_\_ [name of country] having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto **Managing Director, Haryana State Roads & Bridges Development Corporation Limited**, (hereinafter called "the Employer") in the sum of \_\_\_\_\_<sup>1</sup> for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

The bid security shall be forfeited and the conditions of this obligation are:

- (a) If the bidder withdraws or modifies his bid offer after the last date and time for the receipt of bids during the period of bid validity (180 days) or extended validity period ; or
- (b) In the case of successful bidder, fails within the specified period of 21 days to:-
  - i) Furnish the required security deposit and deposit first installment in advance alongwith T.C.S. @ 2% or as applicable from time to time; and
  - ii) Sign the Agreement

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.



This Guarantee will remain in force up to and including the date \_\_\_\_\_ i.e. 180 days after the dead line for submission of bids as such deadline is stated in the Instructions to Bidders or as the Employer may extend it, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than one month grace period beyond the above date i.e. \_\_\_\_\_.

DATE \_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_

\_\_\_\_\_

[signature, name, designation, address and Code No. of signing Officer]

\_\_\_\_\_

[Name of Controlling Office and Officer and officer telephone No.]

Note: The Branch issuing Bank Guarantee should be CBS Branch.

## SECTION-12

### SECURITY DEPOSIT ( FORM OF BANK GUARANTEE)

To: Managing Director, \_\_\_\_\_ [name of Employer]

Haryana State Roads & Bridges Development Corporation Limited, Bays No. 13-14,  
Sector-2, Panchkula\_ [address of Employer]

WHEREAS \_\_\_\_\_ [name and address of Entrepreneur/Agent] (hereinafter called "the Entrepreneur/Agent ") has undertaken, in pursuance of Contract No. HSRDC/ \_\_\_\_ dated \_\_\_\_\_ to execute the work of **collection of toll fee at toll point on (as given in section-3, Clause-8) for a period \_\_\_\_\_** [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as per guidelines approved by Board of Directors (Annexure-I) by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of \_\_\_\_\_ [amount of guarantee] \_\_\_\_\_ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

20

2012

This guarantee shall be valid for a period upto 120 days of the expiry of the Contract period tolling period i.e. upto \_\_\_\_\_.

Signature and seal of the guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
[signature, name, designation, address and Code No. of signing Officer]

\_\_\_\_\_  
[Name of Controlling Office and Officer and officer telephone No.]

Note: The Branch issuing Bank Guarantee should be CBS Branch.

## Guidelines for Bank Guarantees

### Permitted Banks

1. Bank Guarantees issued by Banks covered under the following categories should only be accepted under the contracts:-
  - a. State Bank of India or its subsidiaries.
  - b. Any Indian Nationalized Bank.
  - c. IDBI or ICICI/ICICI Bank/Export Import Bank/AXIS/HDFC/Yes/Haryana State Cooperative Banks.
  - d. A Foreign Bank (issued by a branch outside India) with a counter guarantee from SBI or its subsidiaries or any Indian Nationalized Bank.
  - e. Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs. 200 crores as per the latest Annual Report of the Bank. In the case of a Foreign Bank, the net worth in respect of the Indian operations shall only be taken into account.
  - f. All Bank Guarantees/FDRs should be from CBS branches (online branches) so that these can be verified online at any station from any branch of that Bank. In case of HARCO Bank, the requirement of CBS Branch is not required.
2. The acceptance of the guarantee shall also be subject to the following conditions:-
  - a. The Bank Guarantee issued by a Cooperative Bank shall not be accepted.
  - b. The Bank Guarantee issued by a Bank specifically debarred/black listed for non-cooperation in the past in respect of verification of BG or any other reason. The Bank for non-cooperation will be identified and action as approved by Govt. shall be implemented by the Deptt.

### Format of Bank Guarantees

3. The Bank Guarantee(s) to be submitted by the contractors and consultants against performance security advance payments and for various other purposes shall be as per the prescribed formats. It shall be ensured that
  - a. The Bank Guarantee(s) contains the name, designation, code number of Officer(s) signing the guarantee(s).
  - b. The covering letter of the Bank Guarantee from the Bank contains the address and other details (including telephone No.) of the controlling office of the Branch of the Bank issuing the Bank Guarantee. [Please see that Controlling Offices of the Banks are at regional level and hence each Bank has very few controlling offices.

**Annexure-2**

Legend

H = Hindi

UF = Usborne

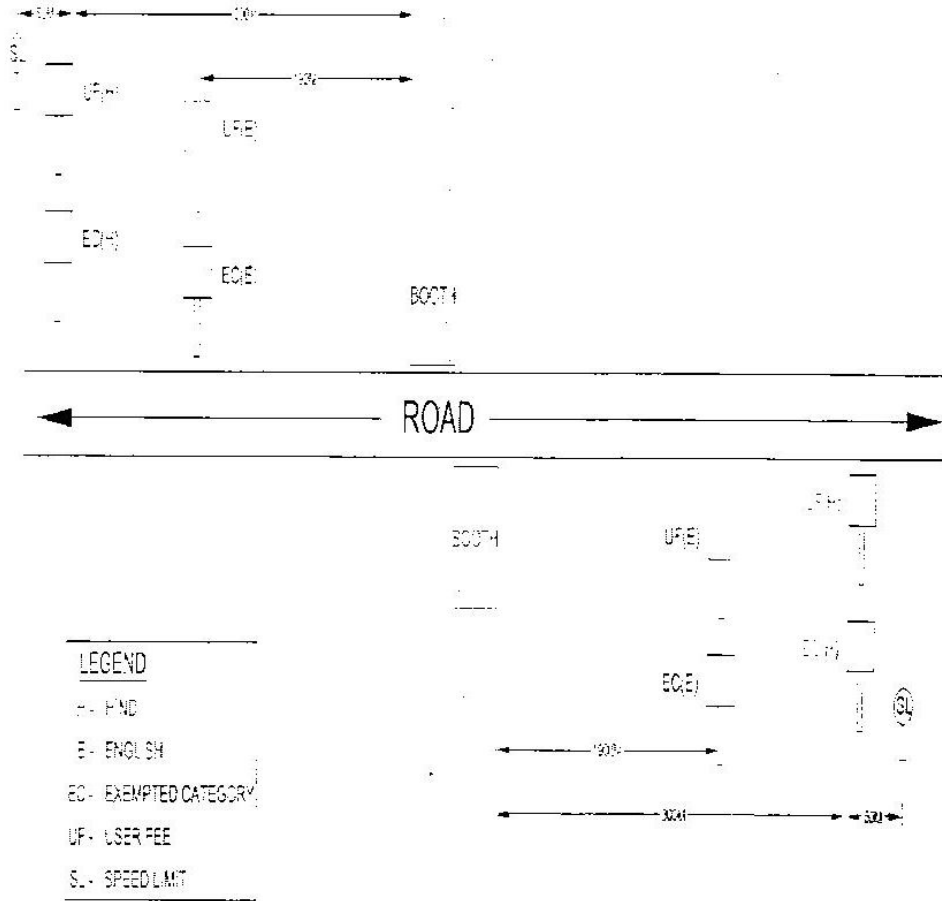
E = English

EC = Exempted category

SL = Speed Limit

Sr. No.	Code	Type of board	Language	Text	Size of display board	Location of the board from the point where area of the user fee collection area starts unless otherwise specified	Height above the ground level	Font size	Angle with Toll Road
1	2	3	4	5	6	7	8	9	10
1	SL	Grounded in shoulder	E	50 Kmph.	0.6 m dia	350 m	1.0 m	12 cm height	85 degree
2	UF-(E)	-Do-	E	As per details given in gazetted notification dated as applicable	7.5 m x 3.1 m	190 m	1.5 m	15 cm height	85 degree
3	EC-(E)	-Do-	E	-Do-	3.1 m x 3.1 m	190 m	1.5 m	15 cm height	85 degree
4	UF-(H)	-Do-	H	Translate text as given in Sr. No. 2 col.5 below into Hindi	7.5 m x 3.1 m	300 m		15 cm height	85 degree
5	EC-(H)	-Do-	H	Translate text as given in Sr. No. 3 col.5 below into Hindi	3.1 m x 3.1 m	300 m	1.5 m	15 cm height	85 degree
6	UF	Placard displayed on approaching side face of the booth wall	H	Translate text as given in Sr. No. 2 col.5 above into Hindi	1.5m x 0.85 m	Placard displayed on approaching side face of the booth wall	0.3 m	3 cm	-
7	UF	Placard displayed over the fee collection window	H	Translate text as given in Sr. No. 2 col.5 below into Hindi	1.1 m x 0.45 m	Placard displayed over the fee collection window		2 cm	-

# LAYOUT PLAN



**AGENDA ITEM NO. 47.08**

**TO TAKE NOTE OF THE DEPLOYMENT OF EMPLOYEES ON CONTRACT BASIS IN HSRDC.**

The Board in its meeting held on 21.12.2011 deferred the item with regard to deployment of employee on contract basis in HSRDC and desired that the matter of employees on contract basis be examined as per Govt. instructions.

As per Haryana Govt. instructions issued vide letter no. 43/5/2001-IGSI dated 16.02.2009, the sanctioned vacant post of Group C & D categories can be filled in by engaging person through Employment Exchange & advertisement in the news paper purely on contractual basis, initially for a period not exceeding six months till the regularly selected candidates are appointed whichever is earlier on wages fixed by the Deputy Commissioner under the Minimum wages Act.

In doing so, it should, however, be clearly stipulated in the advertisement and the requisition to the Employment Exchange as well as the offer letter that such engagement will be purely contractual in nature and can be terminated at any time without assigning any reason or prior notice and the persons so engaged shall have no right to claim either regularization or any other benefit of such engagement for any purpose in the office in which they are so engaged or in any other office of the State Government.

For this, no approval of the Finance Department is required. If, however, higher wages are proposed to be paid, then approval of the Finance Department will have to be obtained giving proper justification.

During the period of contractual engagement, the department shall, however, endeavor to fill-up the vacant posts by regular method of recruitment prescribed in the rules.

If any reason, the process of recruitment of regular candidate(s) cannot be completed within the six months, then approval of the Finance Department shall be obtained giving full justification for engagement of the persons already engaged for a further period of six months or till the regular selected candidates are appointed, whichever is earlier. In this regard, proposal is required to be sent to Finance Department for consideration in the concerned Branch of Finance Department.

Wherever any department has engaged any person on the basis of the existing outsourcing policy issued vide letter no. 43/5/2001-IGSI, dated 01.09.2006, his engagement should not be extended beyond six months or till such time the person is engaged under this policy, whichever is earlier.

In this connection, it is submitted that while sanctioning the posts for this Corporation, the Govt. had imposed the condition that the Corporation will not appoint any staff on permanent basis and the posts will be filled up through deputation from other departments or by engaging personnel on fixed term contract basis on a consolidated remuneration.

In spite of repeated requests, the Corporation is not getting staff on deputation. Under given circumstances, when the Corporation is neither getting staff on deputation nor fresh recruitment is permitted, there is no alternative with the Corporation but to renew the agreement of employees already employed on a fresh agreement for the further period required for a particular post.

The Board is requested to take note of the same.

ke send in advise  
to H.H.P.  
Appr + conf. Delatation  
to be obtained  
to be mit 48 in  
+ next B.M.

Mr. Govt.



**AGENDA ITEM NO. 47.09**

**TO CONSIDER & APPROVE THE RE-APPOINTMENT OF M/S MEHNDROO & CO. CHARTERED ACCOUNTANTS AS ACCOUNTS CONSULTANT.**

It is brought to the notice of the Board that the tenure of appointment of M/s Mehndroo & Co. Chartered Accountants was extended by the Board in its meeting held on 30.09.2011 for a period of six month that is upto 31.03.2012 who were engaged as accounts Consultant on part time basis (regularly) at a remuneration of Rs. 25,000/- per month + taxes as applicable for providing complete consultancy / guidance / supervision for maintenance of accounts alongwith consultancy on other accounts matter.

It is also brought to notice of the Board that the Internal Auditors have started the Audit for the financial year 2011-12 wherein M/s Mehndroo & Co are actively associated in resolving the queries raised by the Internal Auditors. Thereafter, the necessary changes, if any, will be incorporated in the Annual Accounts. At this stage, the services of M/s Mehndroo & Co. would be needed, who are instrumental in finalizing the Balance Sheet for the Financial Year 2011-12 and their guidance would also be required in the day-to-day affairs in the accounting/tax matters.

The Corporation has received a request from M/s Mehndroo & Co. (**copy placed below**) for extensions of appointment vide their letter MCO/2012/26 dated 12.03.2012 for a period of 3 years at a remuneration of Rs. 30,000/- per month + Service Tax as applicable with an annual increment of 10 %.

Keeping in view the good performance of the firm, it is proposed that the appointment of M/s Mehndroo & Co. Chartered Accountants may be renewed for another period of 3 years from 01.04.2012 to 31.03.2015 at the remuneration of Rs. 30,000/- per month + Service Tax as applicable with an annual increment of 10 %.

The Board is requested to consider and approve the same.

# MEHNDROO & CO.

## CHARTERED ACCOUNTANTS

### Head Office

Bombay Life Building,  
Block-N, Connaught Circus,  
New Delhi - 110 001  
Tel : 011-23310769, 23313986

### Branch Office

House No. 679, Sector-16  
Panchkula - 134 113, Haryana  
Tel : 0172- 2582425, (M) : 9814783573  
E mail : mehndroo\_ca@rediffmail.com

MCO/2012/26

Dated: 12<sup>th</sup> March, 2012.

The Executive Director,

Haryana State Roads and Bridges Development Corporation Ltd.,

Bay No. 13-14.

Sector 2,

Panchkula.

*Pl. take up in  
the board meet  
14/3  
D. S. T.*

Sub: Extension of Appointment of Accounts Consultant.

Dear Sir,

We Mehndroo & Co. firm of Chartered Accountants are working as Accounts Consultant for the years 2009-10, 2010-11 & 2011-12. Our CA Manish Mehndroo has been visiting the Corporation regularly almost daily throughout the year. During our tenure all the long standing pending Balance Sheets of the Corporation for the F.Y. 2007-08, 2008-09 & 2009-10, 2010-11 have been completed and the accounts have been brought up to date. Our brief workings during this period are enclosed.

For the last 3 years i.e. from the date of appointment (2009-10) we are working on the same remuneration of Rs. 25,000/- p.m. Since our present assignment is going to expire on 31.03.2012, kindly extend our term of appointment w.e.f. 01.04.2012 for a period of 3 years at a remuneration of 30,000/- p.m. plus service tax as applicable with an annual increment of 10%.

Looking forward for favourable and long-term association with your esteemed Organisation.

Thanking You,

Manish Mehndroo & Co.



Manish Mehndroo

# MEHNDROO & CO.

## CHARTERED ACCOUNTANTS

### *Head Office*

Bombay Life Building,  
Block-N, Connaught Circus,  
New Delhi - 110 001  
Tel : 011-23310769, 23313986

### *Branch Office*

House No.679, Sector-16  
Panchkula - 134 113, Haryana  
Tel : 0172- 2582425, (M) : 9814783573  
E mail : mehndroo\_ca@rediffmail.com

Brief workings during this period are given as follows:-

1. Thorough checking and rectification of all Bank Accounts, Bank FDRs, Toll accounts, and other ledger accounts of **FY 2003-09, 2009-10, 2010-11, 2011-12.**
2. Associated for the audit of accounts with **Accountant General of Haryana.**
3. Pleaded and personally appeared several times for **Assessment of Income Tax** for the **F.Y. 2006-07, 2007-08 & 2008-09** with Addl. Commissioner of Income Tax and got the assessment done.
4. Pleaded for **TDS Inspection** for the **F.Y. 2004-05, 2005-06, 2006-07** with ITO (TDS):
5. Briefed and discussed with Advocate Atul Mandhar for Income Tax Appeals filed in **Commissioner of Income Tax (Appeals)** and **ITAT**
6. Taking care of day to day TDS, TCS, Income Tax matters, filing of TDS Quarterly Returns of the corporation.
7. Consultancy on maintenance of accounts and reconciliation of statements of Banks etc. of the corporation.
8. Reconciliation of Toll Receipts with Toll Department and checking of interest due on delayed receipts of tolls.



AGENDA ITEM NO. 47.10

**TO TAKE NOTE OF THE INTERNAL AUDIT REPORT FOR THE FINANCIAL YEAR 2010-11 AND THE 1<sup>ST</sup> AND 2<sup>ND</sup> QUARTER FROM 01.04.2011 TO 30.09.2011.**

It is brought to the kind notice of the Board that M/s P.K.Bhasin & Associates, Chartered Accountants who were appointed as Internal Auditors have submitted their Internal Audit report of various field units along with the Head Office for the FY 2010-2011 and Internal audit reports of the office of DGM-I Gurgaon, DGM-II Gurgaon, DGM Rohtak, DGM Sonapat and DGM Jind for the 1<sup>st</sup> & 2<sup>nd</sup> quarter commencing from 01.04.2011 to 30.09.2011. The copies of the Internal Audit Reports are placed below. The points raised by the Internal Auditors are of general nature such as vouchers not numbered, daily checking of cashbook, non mentioning of full narration in vouchers, vouchers not properly signed, non attestation of cutting in the bills, wrong classification of heads. All the offices have been directed to comply with the deficiencies pointed by the internal auditors. We have also discussed the matters with the Internal Auditors and suggestions given by them have been noted for compliance.

The Board is requested to take note of the same.

To be followed up.

UOP.

Unique Code for Payment - To be created  
visit by Treasury / DDO.

Chairman's findings:  
To understand the system for recording

**AGENDA ITEM NO. 47.11**

**TO APPROVE AND RATIFY THE PAYMENT OF MOBILE PHONE CHARGES TO THE DRIVERS.**

This is brought to the kind notice of the Board that the Corporation has been re-imbursing the mobile phone charges to drivers who are attached with the worthy FCPW-cum-Chairman subject to maximum of Rs. 500/- p.m. since 01.07.2011 who use their mobile phone for the official purposes, since this facility was already extended to drivers of MD & ED of HSRDC

The Board is requested to approve the payment of mobile charges to these drivers subject to maximum of Rs. 500/- p.m. or actual whichever is less and ratify the payment made to them since 01.07.2011.

*Board approval  
subject to  
only to those  
eligible officers  
using in MD/ED/CPD*

*Standing Order to be interpreted -  
any instruction for tax for 2011/12*

Haryana State Roads and Bridges Development Corporation Ltd.  
(A State Government Undertaking)  
Bays No. 13-14, Sector-2, Panchkula Ph: 0172-2585265

No. 1075)PC

Dated: 21/3/12

To

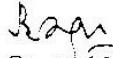
1. Sh. Mahesh Kumar, (Managing Director)  
Engineer-in-Chief,  
Haryana PWD B&R Branch, Chandigarh.
2. Sh. Harinder Kumar, IRS (Director)  
Special Secretary, Finance,  
Govt. of Haryana, Chandigarh.

**Subject: Haryana State Roads & Bridges Development Corporation Ltd. -47<sup>th</sup> Meeting of Board of Directors.**

Please find enclosed herewith a copy of agenda for 47<sup>th</sup> meeting of the Board of Directors to be held on Monday, the 26<sup>th</sup> day of March, 2012 at 1.00 PM in the office of Financial Commissioner & Principal Secretary to Govt. of Haryana, Public Works (B&R) Deptt., Civil Secretariat, Room No. 41, 7<sup>th</sup> floor, Chandigarh.

You are requested to kindly make it convenient to attend the meeting on the above noted date, time and place.

DA: Agenda for 47<sup>th</sup> meeting

  
Dy. General Manager,  
for Executive Director,  
Haryana State Roads and Bridges  
Development Corporation Ltd.,  
Panchkula.

CC:

PS to FCPW for kind information of Chairman/FCPW, Haryana P.W.D (B&R) Department, Chandigarh.

PA to ED, HSRDC for kind information of ED, HSRDC.