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AGENDA
FOR
36TH MEETING
OF
BOARD OF DIRECTORS
OF
HARYANA STATE ROADS AND BRIDGES
DEVELOPMENT CORPORATION LTD.

DAY : TUESDAY
DATE : 28.7.2009
TIME : 11.00 A.M.

IN THE OFFICE OF FCPW, HARYANA,
ROOM NO. 303, 3RD FLOOR
MINI SECRETARIAT, HARYANA
SECTOR-17, CHANDIGARH

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AGENDA ITEM NO. 36.01

LEAVE OF ABSENCE

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

Sr. No.	Name	Designation	Present / Absent
1.	Sh. K. K. Jalan, IAS	Chairman	
2.	Sh. Kulwinder Singh, IRS	Director	
3.	Sh. Mahesh Kumar, E-in-C	Director	
4.	Sh. B. S. Singla	Managing Director	

AGENDA ITEM NO. 36.02

TO CONFIRM THE MINUTES OF 35TH MEETING OF THE BOARD OF DIRECTORS.

Minutes of the 35th meeting of the Board of Directors of the Corporation held on 14.05.2009 are enclosed. The Board is requested to confirm the same and pass the following resolution:-

“RESOLVED THAT the minutes of the 35th meeting of the Board of Directors held on 14.05.2009 be and are hereby approved and confirmed.”

**MINUTES OF 35TH MEETING OF BOARD OF DIRECTORS OF HARYANA STATE
ROADS & BRIDGES DEVELOPMENT CORPORATION LIMITED HELD ON
14.05.2009 AT 11.00 A.M. IN THE OFFICE OF FINANCIAL COMMISSIONER &
PRINCIPAL SECRETARY TO GOVT. OF HARYANA, P.W.D. (B & R).**

Present: -

1. Sh. K.K.Jalan, IAS
Financial Commissioner & Principal Secretary to
Govt. of Haryana, Public Works (B& R) Department. (Chairman)
2. Sh. Kulwinder Singh, IRS,
Special Secretary, Finance. (Director)
3. Sh. Mahesh Kumar,
Engineer-in-Chief,
Haryana PWD (B&R) Deptt. (Director)
4. Sh. B.S.Singla,
Chief Engineer,
Haryana PWD (B&R) Deptt. (Managing Director)

ITEM NO 35.01

LEAVE OF ABSENCE

All the Directors were present.

ITEM NO. 35.02

**TO CONFIRM THE MINUTES OF 34TH MEETING OF THE BOARD OF
DIRECTORS.**

Minutes of the 34th meeting of the Board of Directors of the Corporation held on 12.02.2009 as circulated to members of the Board were considered and confirmed. The Board passed the following resolution:

"RESOLVED THAT the minutes of the last meeting of the Board of Directors held 12.02.2009 as circulated to the members of the Board be and are hereby approved and confirmed.

ITEM NO. 35.03

**FOLLOW UP ACTIONS ON THE DECISIONS TAKEN IN THE PREVIOUS
MEETING OF BOARD OF DIRECTORS HELD ON 12.02.2009.**

The Board took note of the actions taken on the decisions of the last Board Meeting held on 12.02.2009. Regarding Sr. No. 9 of the action taken report, the Managing Director explained the latest position of the FIR cases lodged against two contractors and the recoveries made from them. The Board desired that these cases be followed up regularly.

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ITEM NO. 35.04**TO TAKE NOTE OF THE STATUS OF THE ACTIVITIES OF THE CORPORATION**

The Managing Director explained the status of the activities being implemented by the Corporation and the Board expressed its satisfaction.

ITEM NO. 35.05**TO RATIFY THE ENGAGEMENT OF M/S MEHNDROO & CO., CHARTERED ACCOUNTANTS AS ACCOUNTS CONSULTANTS.**

The Board ratified the engagement of M/s Mehndroo & Co., Chartered Accountants as Accounts Consultants from 04.12.2008 to 31.03.2009 at a remuneration of Rs. 15,000/- per month + taxes who was entrusted with the job to expedite the finalization of Balance Sheet for the financial year 2007-08 alongwith reconciliation and streamlining accounts, reconciliation of project works for the financial year 2007-08, checking of bank current accounts/bank FDRs and reconciliation of PMGSY accounts with HARRIDA (PMGSY) department.

ITEM NO. 35.06**TO RATIFY THE APPOINTMENT OF FIRM OF CHARTERED ACCOUNTANTS.**

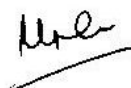
The Board ratified the appointment of M/s Mehndroo & Co., Chartered Accountants as Accounts Consultants for a period of one year w.e.f. 1.4.2009 to 31.3.2010 on part-time basis (regularly) at a remuneration of Rs. 25,000/- per month + taxes as applicable who will be held responsible for providing complete consultancy/guidance/supervision and post audit for the current/previous years.

ITEM NO. 35.07**TO CONSIDER AND APPROVE THE IMPLEMENTATION OF NEW PENSION SCHEME.**

The Board approved the New Pension Scheme (NPS) introduced by State Govt. vide letter No. 1/1/2004-1 Pension dated 4.12.2008 for employees joining services on or after 1.1.2006 wherein, an employee would be required to make a contribution of 10% of his pay as defined under the scheme and the employer shall make an equal matching contribution.

ITEM NO. 35.07.01**TO CONSIDER AND APPROVE THE SUB DELEGATION OF AUTHORITY BY THE MANAGING DIRECTOR FOR FILING/DEFENDING LEGAL SUITS.**

The Board authorized the Managing Director of the Corporation to sub-delegate his powers not below the rank of Deputy General Manager of the Corporation for signing of power of attorney, giving affidavit, undertakings and all others deeds and documents as may be required for filing or defending legal suits in the Courts, Commissioner of Income Tax, Appellate Tribunals etc.


ITEM NO. 35.07.02**TO CONSIDER -AND APPROVE THE PROVIDING OF RESIDENTIAL ACCOMMODATION TO THE EMPLOYEES OF THE CORPORATION.**

The Board approved the hiring of accommodation by the Corporation for its employees including those on deputation on case to case basis and authorized the Chairman and the Managing Director to decide the case and each such case be placed before the Board in the next Board meeting.

ITEM NO. 35.07.03**TO CONSIDER AND APPROVE PLACING OF FUNDS WITH PRIVATE BANKS**

The Board was informed that the rate of interest on the fixed deposits given by the nationalized Banks have been reduced ranging from 3.25% to 8.25% from the period 91 days to 1 year where as private banks are paying interest on the fixed deposits ranging from 6% to 8.25% for the same period which has been resulting into huge losses to the Corporation.

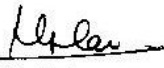
The Board authorized the Managing Director for placing of funds with the private banks on the terms and conditions as may be beneficial to the Corporation up to any limit till the convening of next Board Meeting. A reference be made on the issue for general guidelines to Finance Department.

ITEM NO. 35.07.04**TO CONSIDER AND APPROVE THE GRANT OF INTERST FREE WHEAT LOAN.**

The Board approved the granting of interest free wheat loan of Rs. 7,000/- to Group-D and Group-C employees who are on the deputation from PWD B&R Department and are getting basic pay plus D.P. upto Rs. 7,000/- in their revised scale.

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


B.S. Singla
Managing Director


K.K. Jalan, IAS
Chairman

AGENDA ITEM NO. 36.03**FOLLOW UP ACTIONS ON THE DECISIONS TAKEN IN THE PREVIOUS MEETING OF BOARD OF DIRECTORS HELD ON 14.5.2009.**

Item No.	Item	Follow up action
35.01.	No leave of absence was granted since all the Directors were present.	No action required.
35.02.	The Board confirmed minutes of 34 th meeting of Board of Directors held on 12.02.2009.	No action required.
35.03	The Board took note of the actions taken on the decisions of the meeting held on 12.02.2009.	No action required.
35.04	The Managing Director explained the status of the activities being implemented by the Corporation and the Board expressed its satisfaction.	No action required.
35.05	The Board ratified the engagement of M/s Mehndroo & Co., Chartered Accountants as Accounts Consultants from 04.12.2008 to 31.03.2009.	No action required.
35.06	The Board ratified the appointment of M/s Mehndroo & Co., Chartered Accountants as Accounts Consultants for a period of one year w.e.f. 1.4.2009 to 31.3.2010.	No action required.
35.07	The Board approved the New Pension Scheme (NPS) introduced by State Govt. vide letter No. 1/1/2004-1 Pension dated 4.12.2008 for employees joining services on or after 1.1.2006.	The policy has been implemented.
35.07.1	The Board authorized the Managing Director of the Corporation to sub-delegate his powers not below the rank of Deputy General Manager of the Corporation for signing of power of attorney, giving affidavit, undertakings and all others deeds and documents as may be required for filing or defending legal suits in the Courts, Commissioner of Income Tax, Appellate Tribunals etc.	No action required.
35.07.2	The Board approved the hiring of accommodation by the Corporation for its employees including those on deputation on case to case basis and authorized the	This item has been taken as a separate item.

	Chairman and the Managing Director to decide the case and each such case be placed before the Board in the next Board meeting.	
35.07.3	The Board authorized the Managing Director for placing of funds with the private banks on the terms and conditions as may be beneficial to the Corporation up to any limit till the convening of next Board Meeting. A reference be made on the issue for general guidelines to Finance Department.	This item has been taken as a separate item.
35.07.4	The Board approved the granting of interest free wheat loan of Rs. 7,000/- to Group-D and Group-C employees who are on the deputation from PWD B&R Department and are getting basic pay plus D.P. upto Rs. 7,000/- in their revised scale.	Interest free wheat loan has been disbursed and necessary recovery is being made from the concerned employees from their salaries.

AGENDA ITEM NO. 36.04

TO TAKE NOTE OF THE STATUS OF THE ACTIVITIES OF BPSMV, KHANPUR KALAN PROJECT.

The progress of the work for the construction of various buildings in BPS Mahila Vishwavidhalaya at Khanpur Kalan (Sonapat) is as under:-

- a. Construction of Teaching block (Group-I) at B.P.S. Mahila Vishwavidhyala at Khanpur Kalan (Sonapat) costing Rs. 13.75 crores – Progress : Completed and handed over.
- b. Construction of Teaching block (Group-II) at B.P.S. Mahila Vishwavidhyala at Khanpur Kalan (Sonapat) costing Rs. 13.75 crores – Progress : Completed and handed over.
- c. Construction of Girls Hostel (Group-I) at B.P.S. Mahila Vishwavidhyala at Khanpur Kalan (Sonapat) costing Rs. 9.31 crores – Progress : completed. defects are yet to be removed.
- d. Construction of Girls Hostel (Group-II) at B.P.S. Mahila Vishwavidhyala at Khanpur Kalan (Sonapat) costing Rs. 9.31 crores – Progress : Completed and handed over.
- e. Construction of Girls Hostel (Group-III) at B.P.S. Mahila Vishwavidhyala at Khanpur Kalan (Sonapat) costing Rs. 9.31 crores – Progress : Completed and handed over.
- f. Construction of Guest House at B.P.S. Mahila Vishwavidhyala at Khanpur Kalan (Sonapat) costing Rs. 3.46 crores – Progress : Completed and handed over.
- g. Construction of Campus School at B.P.S. Mahila Vishwavidhyala at Khanpur Kalan (Sonapat) costing Rs. 4.37 crores – Progress : Completed and handed over.
- h. Construction of One house of Vice Chancellor residence (2775 SFT) & 15 houses of 1882 SFT at B.P.S. Mahila Vishwavidhyala at Khanpur Kalan (Sonapat) costing Rs. 3.46 crores – Progress : Completed and handed over.
- i. Construction of 32 houses of 1220 SFT at B.P.S. Mahila Vishwavidhyala at Khanpur Kalan (Sonapat) costing Rs. 3.63 crores – Progress : Completed and handed over.
- j. Construction of 48 houses of 600 SFT at B.P.S. Mahila Vishwavidhyala at Khanpur Kalan (Sonapat) costing Rs. 3.24 crores – Progress : Completed and handed over.
- k. Construction of internal roads in the campus of B.P.S. Mahila Vishwavidhyala at Khanpur Kalan (Sonapat) costing Rs. 6.48 crores – Progress : Completed and handed over.
- l. Construction of 11Kv Electrical Sub-stations and connections in various buildings in BPS Mahila Vishwavidhalaya, Khanpur Kalan (Sonapat) costing Rs. 4.53 crores – Progress : completed and handed over.

- m. Purchase of furniture for various departments in the BPS Mahila Vishwavidhalaya, Khanpur Kalan (Sonepat) costing Rs. 8.13 crores – Progress : Completed and handed over.
- n. Construction of boundary wall around newly acquired land in the BPS Mahila Vishwavidyalaya, Khanpur Kalan (Sonepat) costing Rs. 3.95 crores – Progress : 90%, Target date : 31.8.09.
- o. Construction of additional floor over existing building of Law College of BPS Mahila Vishwavidhyalya, Khanpur Kalan, (Sonepat) costing Rs. 2.75 crore. Progress-80%, target date 31.8.09.

The final bills of all the completed buildings are under preparation and are likely to be completed by 15.8.09.

The Board is requested to take note of the same.

AGENDA ITEM NO. 36.05

TO TAKE NOTE OF THE STATUS OF THE ACTIVITIES OF COLONY OF DCRTPP, YAMUNANAGAR PROJECT.

The progress of the work of construction of colony in Deenbandhu Chhotu Ram Thermal Power Project (DCRTPP) at Yamuna Nagar costing Rs. 50.15 crores is as under:-

- a. Construction of CISF at Deenbandhu Chhotu Ram Thermal Power Project at Yamuna Nagar costing Rs. 3.52 crores – Progress : Completed.
- b. Construction of houses at Deenbandhu Chhotu Ram Thermal Power Project at Yamuna Nagar costing Rs. 30.47 crores – Progress : 70% Completed. The contractor M/s Starrco has been given additional time under certain terms and conditions as per CWP No. 9307 of 2009 in Hon'ble Punjab & Haryana High Court. The agency is not yet performing well and has not accepted the terms and conditions.
- c. Construction of OHSR at Deenbandhu Chhotu Ram Thermal Power Project at Yamuna Nagar costing Rs. 0.23 crores – Progress : Completed.
- d. Construction of internal roads in Deenbandhu Chhotu Ram Thermal Power Project at Yamuna Nagar costing Rs. 4.30 crores – Progress : 95% Completed. Likely date of completion : 31.8.09.
- e. Providing Water Supply, Sewerage & Water Drainage System in Deenbandhu Chhotu Ram Thermal Power Project at Yamuna Nagar costing Rs. 0.90 crores – Progress : Completed.
- f. Construction of Non Residential Buildings in Deenbandhu Chhotu Ram Thermal Power Project at Yamuna Nagar
 - i) Various Buildings (7 nos) costing Rs. 5.43 crores – Progress : 81% Completed. Target date : 30.9.09.
 - ii) Shopping complex, Dispensary, Bank, Post Office and Maintenance Office (4 nos) costing Rs. 2.00 crores – Progress : 85% Completed. Target date : 30.9.09.
- g. Construction of Electrical sub station at Deen Bandhu Chhotu Ram Thermal Power Project at Yamuna Nagar costing Rs. 0.44 crores – Progress : Completed
- h. Prov. of 11 KV sub station including Electric Supply to buildings and street lights in DCRTPP colony costing Rs. 4.20 crores – Progress : 90% Completed. Target date : 31.7.09
- i. Construction of Sewerage Treatment plant in the colony of Deenbandhu Chhotu Ram Thermal Power Project at Yamuna Nagar costing Rs. 0.39 crores – Progress : Completed.

The Board is requested to take note of the same.

AGENDA ITEM NO. 36.06

TO TAKE NOTE OF THE STATUS OF THE ACTIVITIES OF WORKS UNDER LOAN SCHEME.

- i) Improvement of Gurgaon – Nuh – Rajasthan Border (SH-13) km 7.200 to 95.890 by four lanning, widening, strengthening, providing drains, widening of bridges and culverts, retaining structures and other miscellaneous works etc. (Amount-Rs. 347.97 crores) – *The project is likely to be completed by 10.06.2010. Target 18%, Physical Progress-18.7%.*
- ii) Improvement of Murthal-Sonepat-Sampla-Jhajjar-Dadri road (Section of SH-20) from RD 0.00 to 95.150 and Gurgaon- Farrukhnagar- Jhajjar road (SH-5A) from RD 5.500 to 46.250 by widening, strengthening, re-construction/raising, providing drains, widening of bridges and culverts, retaining structures and other misc. works etc. (amount Rs. 231.78 crores) – *The project is likely to be completed by 03.12.2009. Progress-27%, Target- 30%.*
- iii) Widening and upgradation of Rai Nahra Bahadurgarh road (MDR-138) Km. 0.00 to 37.40 & Rohtak-Kharkhoda Delhi Border (SH-18) (Km.10.200 to 40.760) – (Amount Rs. 139.07 crores) – *The project is likely to be completed by 03.12.200. Progress- 43 %. Target- 50%*
- iv) Improvement of Hodal – Nuh – Pataudi road (MDR-132) km 0.00 to 96.775 by reconstruction, widening, strengthening, raising, providing drains, widening of bridges and culverts, retaining structures and other miscellaneous works etc. (Amount Rs. 239.87 crores) – *The project is likely to be completed by 10.03.2010. Progress-25 %. Target-24%*
- v) 4-laning of roads in Rewari town and construction of new roads – (Amount Rs. 131.75 crores). *Work has been allotted on 30.1.0, Date of commencement of work: 15.5.09. Likely date of completion -15.8.2010. Financial progress-5%.*
- vi) Improvement of Hodal-Punhana-Nagina Road, improvement of roads from Palwal-Hathin road to Uttawar Sikrawa to Bhadas Road and improvement of BKP road upto GA road (Amount Rs. 183.12 crores). *Work has been allotted on 30.1.09, Date of commencement of work : 15.5.09. Likely date of completion - 15.8.2010. Progress-5%.*
- vii) Improvement of Jhajjar Dhaur Beri road, Dighal Beri Jahazgarh road and Bahadurgarh Chhara Dujana Beri Jahazgarh road in Jhajjar Distt (Amount Rs. 212.23 crores). *Work has been allotted on 30.1.09. Work just started. Likely date of completion – 31.7.2010. Progress-2.85%. Target-4%.*
- viii) Construction of ROB at Samalkha costing Rs. 21.24 crores – Financial Progress : 7.27%, Target -10%.
- ix) Construction of ROB at Kosli costing Rs. 19.47 crores –Target date : February. 2010. Progress-11% against Target-12%.

The Board is requested to take note of the same.

AGENDA ITEM NO. 36.07

TO TAKE NOTE OF THE STATUS OF THE ACTIVITIES OF KHEDAR PROJECT.

The progress of this work for the construction of colony in Rajiv Gandhi Thermal Power Plant, Khedar (Hisar) is as under:-

- a. Construction of 144 nos type V and 24 nos type VI houses in the campus of RGTPP at Khedar in Hisar district costing Rs. 37.37 crores –Target date : 11.3.10. Progress-38% against Target-45%.
- b. Construction of CISF campus and non-residential buildings in the campus of RGTPP at Khedar in Hisar district costing Rs. 18.24 crores –Target date : 31.12.09. Progress-57% against Target-65%.
- c. Construction of 48 nos type II, 96 nos type III, 96 nos type IV (G+3 storey), 8 nos type VII (Duplex) and 1 nos type VIII (Duplex) houses in the campus of RGTPP at Khedar in Hisar district costing Rs. 26.00 crores. –Target date : 19.5.10. Progress-44% against Target-22 %.
- d. Construction of internal roads in the campus of RGTPP, Khedar costing Rs. 2.56 crores-Target Date: 31.10.09, Progress-25%, Target-30%.
- e. Construction of OHSR in the campus of RGTPP, Khedar costing Rs.0.29 crores. Progress: Completed, testing yet to be carried out. Progress-98%. Target-85%.
- f. Construction of storm water drain and water supply system in the campus of RGTPP, Khedar costing Rs. 1.20 crores, Target date-31.10.09. Target-20%. Progress-25%.
- g. Construction of sewerage treatment plant in the campus of RGTPP, Khedar costing Rs. 0.42 crores. Progress-90% completed. Testing yet to be carried out. Target-85%.
- h. Construction of boundary wall around township of RGTPP. Khedar costing Rs. 4.91 crores. Target dated-31.12.09. Target-25%, Progress-27%.

The Board is requested to take note of the same.

AGENDA ITEM NO. 36.08

TO TAKE NOTE OF THE STATUS OF THE ACTIVITIES OF OTHER PROJECTS.

- i) Upgradation of Chandimandir Jallah road in Panchkula district costing Rs. 30.00 crores, likely date of completion – 28.2.10. Target-18%, Progress -12%.
- ii) Upgradation of Deodhar to Nainawali road & links in Yamuna Nagar district costing Rs. 45.00 crores, likely date of completion : 28.2.10. Target-19%. Progress -10%.
- iii) Const. of Icon buildings in Murthal Engineering College (Amount Rs. 56.40 crores) –likely date of completion 5.9.10, Target-5%. Progress -3%.

The Board is requested to take note of the same.

AGENDA ITEM NO. 36.09

TO TAKE NOTE OF THE SANCTION OF POSTS OF VARIOUS CATEGORIES AND TO CONSIDER AND APPROVE THE RETENTION OF EXTRA POSTS IN HSRDC.

The Govt. of Haryana vide memo No. 9/6/09-3B&R(W) dated 25.6.2009 has accorded sanction for creation of additional posts in HSRDC. A copy of the sanctioned letter is enclosed for the perusal of the Board.

It is brought to the notice of the Board that a meeting was held on 25.5.2009 under the Chairmanship of Financial Commissioner & Principal Secretary to Govt. of Haryana, Finance Department wherein, it was decided to keep 2 posts of Managers in each Project Implementation Units (PIUs), but the Govt. has sanctioned only 1 post of Manager in PIU. In the said meeting, it was also decided that in case, the Corporation has the works of Rs. 200 crores or more, 3 additional posts of Assistant, 3 posts of Clerk-cum-Computer Operators, 1 post of CHD, 1 post of Chowkidar and 3 posts of Peon will be created. But, while issuing sanction for creation of posts by the Govt. vide memo dated 25.6.2009, these posts have not been included inadvertently. The issue has been taken up with Govt. for sanction of these posts and to give one month's time for implementation of the Govt. orders. The approval is yet awaited. However, these posts are being maintained by the Corporation in anticipation of Govt. sanction to run the work of the Corporation.

The Board is requested to take note of the sanction of posts and approve the retention of extra posts.

From

The Financial Commissioner and Principal Secretary
to Government Haryana, Public Works (B&B)
Department, Chandigarh.

To

The Managing Director,
Haryana State Roads & Bridges Development Corporation Ltd.
Bays No. 13-14, Sector-2, Panchkula

Memo No. 31/2009-3B&RW/1 Dated 24.06.2009

Sub: Creation of posts in Haryana State Roads and Bridges Development Corporation.

1. Government accord approval for the creation of following posts in the Haryana State Roads and Bridges Development Corporation in the pay scale mentioned against each:

- Approval is accorded for creation of temporary posts for specific periods to regularise the appointment of personnel taken on deputation or engaged on contract basis as per details given in Annexure-A.
- The following regular posts are hereby sanctioned in addition to the posts already sanctioned as under -

Sr. No.	Name of the post	No. of posts	Pay structure (Rs.)
<u>Already sanctioned</u>			
1	Company Secretary-cum-Chartered Accountant	1	45600-55100+16000 Grade Pay
2	Accounts Officer	1	33000-34800+4200 Grade Pay
3	Personal Assistant	1	33000-34800+3600 Grade Pay
4	Assistant Programmer	1	33000-34800+3200 Grade Pay
5	Assistant Manager (J.E. (Civil))	1	33000-34800+3600 Grade Pay
6	Sr. Scale Stenographer	1	33000-34800+3200 Grade Pay
7	Assistant	1	33000-34800+3200 Grade Pay
8	Driver	1	5200-20200+2400 Grade Pay
9	Peon	2	4440-14400+1600 Grade Pay
Total		13	
Sr. No.	Name of the post	No. of posts	Pay structure (Rs.)
<u>Additional posts approved</u>			
1	Managing Director	1	57400-67600+16000 Grade Pay
2	Dy. General Manager	1	45600-55100+16000 Grade Pay
3	Manager	1	33000-34800+5400 Grade Pay
4	Administrative officer	1	33000-34800+5400 Grade Pay
5	Assistant	3	33000-34800+3200 Grade Pay
6	Clerk-cum-Computer Operator	3	5200-20200+1600 Grade Pay
7	Chowkidar	1	4440-14400+1600 Grade Pay
8	Peon	5	4440-14400+1600 Grade Pay
Total		14	

- iii) In case the Corporation has works of Rs. 200 crores or more, the following additional regular posts will be deemed to be sanctioned:-

Sr. No.	Name of the post	No. of posts	Pay structure (Rs.)
1.	Dy. General Manager	1	15600,39100+6000 Grade Pay
2.	Manager	1	9300,34800+5400 Grade Pay
3.	Superintendent	1	6300,34800+4200 Grade Pay
4.	Head Draftsman	1	9350,34800+3600 Grade Pay
	Total	4	

- iv) The Corporation will execute the works through Project Implementation Units (PIUs). The PIUs will be created by the Corporation with the approval of the Administrative Department if the road works at one place are more than Rs. 100 crores and building works are more than Rs. 50 crores. Each PIU will have temporary posts as under:-

Sr. No.	Name of the post	No. of posts	Pay structure (Rs.)
1.	Dy. General Manager	1	15600,39100+6000 Grade Pay
2.	Manager	1	9300,34800+5400 Grade Pay
3.	Assistant Manager	2	9350,34800+3600 Grade Pay
4.	Sr. Accounts Clerk	1	9300,34800+3200 Grade Pay
5.	Clerk-cum-Computer Operator	1	5200,20200+1900 Grade Pay
6.	Peon	1	2240,7440+1800 Grade Pay

- v) The term of each PIU will be from the date of tendering of the project till three months after the initial date of completion. These time schedules should be strictly adhered to and any deviation will be the responsibility of the Managing Director of the Corporation. Any extension thereafter should be got approved from the Standing Committee.
- vi) For the present, six PIUs are approved for the Corporation to handle the works in hand of approximately Rs. 2000 crores. In future, whenever additional PIUs are created as per the norms specified at Sr. No. 101 above, the Haryana Bureau of Public Enterprises, Finance Department should be invariably informed about the same.
- vii) The prescribed qualifications/experience for the posts approved except the Administrative Officer will be as given in the agenda notes. The prescribed qualifications/experience for the post of Administrative Officer will be Graduate with five years experience as Superintendent.
- viii) The Corporation will not appoint any further staff on permanent basis. The posts will be filled up through deputation from other departments or by engaging personnel on fixed term contract basis on a consolidated remuneration.
- ix) Services such as security, cleaning of premises etc. should be outsourced at the Headquarters as well as in the Field.
- x) The Corporation may outsource services of highly technical or professional nature as per need based requirement.

- xi) The administrative cost on PIUs should not exceed 0.50% of the cost of the work and the total administrative cost should not exceed 0.75% of the total cost of works.

2 This issues with the concurrence of Finance Department conveyed vide their U.O.No. 20/2/2009/Acctt/HBPE(FD) dated 23.5.2009.

DA, Annexure-A

U.O. No. 20/2/2009/Acctt/HBPE(FD)
Deputy Secretary, PWD (R&P)
for Financial Commissioner & Principal Secretary to
Government Haryana PWD(R&P) Department

Endst No. 9/65/09/3-802000 Dated Chandigarh, the
A copy is forwarded to the Financial Commissioner & Principal Secretary to
Government, Haryana, Finance Department with reference to U.O.No
20/2/2009/Acctt/HBPE(FD) dated 23.5.2009 for information.

Deputy Secretary, PWD (R&P)
for Financial Commissioner & Principal Secretary to
Government Haryana PWD(R&P) Department

ANNEXURE-A

**TEMPORARY POSTS REQUIRED TO BE CREATED FOR SPECIFIC PERIODS TO REGULARISE THE
MATTER**

Sr. No.	Designation	No. of posts required	Period for which post is required to be created	Financial implications based on actual expenditure incurred upto April, 2009 (In Rs.)
1	S.E./G.M.	1	From 30.4.2008 to 31.10.2008	351157
		1	From 18.11.2008 to 17.5.2009 (on contract basis)	
2	Executive Engineers	1	From 11.8.2007 to 19.12.2007	3009437
		1	From 01.09.2007 to 31.12.2007	
		1	From 11.12.2007 to 20.6.2008	
		1	1 post from 20.12.2007 the date of issue of sanction of regular post	
		1	From 24.4.2007 to the date of issue of sanction of regular post	
		1	From 24.6.2008 to the date of issue of sanction of regular post	
		1	From 1.7.2008 to the date of issue of sanction of regular post	
		2	From 31.7.2008 to the date of issue of sanction of regular post	
3	SDEs (Civil)	1	From 11.8.2007 to the date of issue of sanction of regular post	3611519
		1	From 20.12.2007 to the date of issue of sanction of regular post	
		2	From 1.1.2008 to the date of issue of sanction of regular post	
		2	From 1.4.2008 to the date of issue of sanction of regular post	
		1	From 21.4.2008 to 21.4.2009	
		1	From 1.5.2008 to the date of issue of sanction of regular post	
	SDE (PH)	4	From 1.7.2008 to the date of issue of sanction of regular post	
	SDE (Elect.)	1	From 1.1.2008 to the date of issue of sanction of regular post	
4	Manager (I.T.)	1	From 1.4.2008 to the date of issue of sanction of regular post	195000

5	Manager(Civil) on contract basis for 89 days	1	From 4.2.2009 to the date of issue of sanction of regular post	58000
6	Manager(Arch.)	1	From 8.4.2009 to the date of issue of sanction of regular post	55338
7	Administrative Officer	1	From 22.7.2008 to the date of issue of sanction of regular post	58806
8	Superintendent	1	From 30.10.2007 to the date of issue of sanction of regular post	58200
9	J.E.s (Civil)	2	From 1.4.2007 to 31.10.2007	583011
		1	From 1.4.2007 to 31.12.2007	
		3	From 1.1.2008 to the date of issue of sanction of regular post	
		1	From 1.4.2008 to the date of issue of sanction of regular post	
		1	From 1.7.2008 to the date of issue of sanction of regular post	
	J.E. (PH)	1	From 1.1.2008 to the date of issue of sanction of regular post	
	J.E. (Elect.)	3	From 1.1.2008 to the date of issue of sanction of regular post	
10	C.H.D.	1	From 21.2.2008 to the date of issue of sanction of regular post	57550
11	H.D.M.	1	From 1.7.2007 to 20.2.2008	5719211
		1	From 17.9.2007 to the date of issue of sanction of regular post	
		1	From 30.11.2007 to the date of issue of sanction of regular post	
		1	From 26.11.2008 to the date of issue of sanction of regular post	
12	Dy. Supdt.	1	From 1.7.2007 to the date of issue of sanction of regular post	573411
13	SAC	1	From 11.10.2007 to 31.1.2008	5732008
		1	From 12.7.2007 to the date of issue of sanction of regular post	
		2	From 22.7.2007 to the date of issue of sanction of regular post	

		1	From 01.12.2008 to the date of issue of sanction of regular post	
		1	From 08.12.2008 to 31.01.2009	
		1	From 01.07.2008 to the date of issue of sanction of regular post	
		1	From 01.09.2008 to 31.3.2009	
14	Assistant	1	From 28.4.2009 to 4.2.2009	396848
		1	From 1.5.2008 to 30.11.2008	
		1	From 1.9.2007 to the date of issue of sanction of regular post	
		1	From 1.6.2008 to the date of issue of sanction of regular post	
		1	From 15.2.2009 on contract basis for 89 days	
		1	From 12.3.2009 on contract basis for 89 days	
15	Clerk	1	From 1.8.2007 to the date of issue of sanction of regular post	719894
		1	From 12.2.2008 to the date of issue of sanction of regular post	
		1	From 1.5.2008 to the date of issue of sanction of regular post	
		2	From 01.12.2008 to the date of issue of sanction of regular post	
		1	From 19.05.2008 to the date of issue of sanction of regular post	
		1	From 1.8.2008 to the date of issue of sanction of regular post	
		3	From 27.11.2008 to the date of issue of sanction of regular post	
		1	From 07.04.2008 to the date of issue of sanction of regular post	
16	ADM	1	From 25.6.2007 to 27.8.2007	30117
17	Consultant EE (Elect. Retd.)-on contract basis	1	From 28.9.2007 onwards on contract basis	281946
18	Steno typist	1	From 01.07.2008 to the date of issue of sanction of regular post	156089
19	(A) Computer Operators	1	From 16.3.2005 to 6.4.2008	429086
		1	From 1.5.2007 to 31.3.2008	

		1	From 28.4.2008 to 4.2.2009	
		2	From 4.2.2009 to the date of issue of sanction of regular post	
	(B) Assistant Manager (IT)	1	From 1.4.2008 to the date of issue of sanction of regular post	
		1	From 7.4.2008 to the date of issue of sanction of regular post	
	(C) Comp. Assistant-cum-Assistant Programmer	1	From 5.2.2009 to the date of issue of sanction of regular post	
20	Receptionist	1	From 19.6.2008 to the date of issue of sanction of regular post	57985
21	Caretaker	1	From 4.6.2008 to the date of issue of sanction of regular post	60488
22	Helpers	2	From 22.4.2008 to the date of issue of sanction of regular post	226316
		2	From 20.4.2008 to the date of issue of sanction of regular post	
		1	From 20.5.2008 to the date of issue of sanction of regular post	
		1	From 1.6.2008 to the date of issue of sanction of regular post	
		1	From 01.07.2008 to the date of issue of sanction of regular post	
		3	From 5.12.2008 to the date of issue of sanction of regular post	
23	Peons	1	From 1.7.2007 to the date of issue of sanction of regular post	770991
		1	From 1.9.2007 to the date of issue of sanction of regular post	
		2	From 1.5.2008 to the date of issue of sanction of regular post	
		1	From 01.07.2008 to the date of issue of sanction of regular post	
		1	From 01.09.2008 to the date of issue of sanction of regular post	
24	Sweepers	2	From 1.6.2008 to the date of issue of sanction of regular post	60750
	TOTAL			16646337

Rs. One crore sixty six lacs forty six thousands three hundreds and thirty seven only

AGENDA ITEM NO. 36.10

TO CONSIDER AND APPROVE THE PAYMENT OF HOUSE RENT ON ACCOUNT OF HIRING RESIDENTIAL ACCOMMODATION.

The matter with regard to hiring of residential accommodation for the employees was placed before the Board of Directors in its 35th meeting held on 14.5.2009. In the said meeting following decision was taken:-

“The Board approved the hiring of accommodation by the Corporation for its employees including those on deputation on case to case basis and authorized the Chairman and the Managing Director to decide the case and each such case be placed before the Board in the next Board meeting”.

There is a dire need of staff at Gurgaon for NCR works being executed by HSRDC, whereas, no residential accommodation is available at Gurgaon. Thus, DGM-I/II, HSRDC, Gurgaon have recommended the case of 1 Manager and 1 Assistant Manager for hiring leased accommodation for residential purposes at Gurgaon.

It is proposed that DGM-I/II, HSRDC, Gurgaon may be allowed to hire leased houses for 1 Manager and 1 Assistant Manager for residential purposes from the local market at Gurgaon. However, requisite rent will be charged from these employees on account of providing them accommodation as per rules applicable to the officers of Public Works (B&R) Department.

The Board is requested to consider and approve the same.

AGENDA ITEM NO. 36.11

TO CONSIDER AND APPROVE THE BANK DEPOSIT POLICY.

The matter with regard to placing of surplus funds with private banks was placed before the Board in its meeting held on 14.5.2009, wherein, the Board authorized the Managing Director for placing of funds with the private banks on the terms and conditions as may be beneficial to the Corporation up to any limit till the convening of next Board Meeting and desired to make a reference on the issue for general guidelines to Finance Department.

A reference was made to the Bureau of Public Enterprises, Finance Department vide letter No. 3797/HSRDC dated 30.6.2009. In response to this, the Finance Department intimated that clarification/necessary guidelines in this matter has already been issued by Institutional Finance and Credit Control Department.

It is brought to the notice of the Board that the Institutional Finance and Credit Control Department vide letter No. IF&CC/RO/2008/268-335 dated 26.3.2008 addressed to Police Housing Corporation, Haryana wherein, the Department has desired to place 60% of the funds received from Govt. of India with Public Sector Banks.

The Board is requested to consider and approve the placing of surplus funds with the Public Sector Banks as per above letter of Institutional Finance and Credit Control Department.

AGENDA ITEM NO. 36.12

TO TAKE NOTE OF THE STATUS OF COURT CASES.

Following court cases filed by/against the Corporation are as under for the perusal of the Board.

1. A case has been filed in the court of Hon'ble Chief Judicial Magistrate, Panchkula on 19.2.2009 against Sh. Manoj Kumar, Toll Contractor u/s 138 of Negotiable Instrument Act for dishonouring of 2 cheques of Rs. 1.13 crores and Rs. 70.00 lacs issued in lieu of faked bank guarantees of toll point No. 12 and 24. The next date has been fixed on 15.12.2009 for service of summons.
2. 2 FIRs have been lodged against Sh. Manoj Kumar, Contractor who was appointed as an agent for collection of toll at toll point on Yamunanagar – Radour –Ladwa – Thanesar Road and Kaithal – Patiala Road near Punjab Border with Superintendent Police, Panchkula on 12.1.2009 for giving 1 faked FDR of Rs. 23.00 lacs and 5 FDRs of Rs. 30.00 lacs each.
3. 1 FIR has been lodged against Sh. K.K.Singh Contractor who was appointed as an agent for collection of toll at toll point on Sohna-Nuh-Ferozpur-Zhirkha-Alwar Road with SHO, Police Station, Sector-5, Panchkula on 8.1.2009 and with Superintendent Police, Panchkula on 17.1.2009 for giving 2 faked FDRs of Rs. 40.00 lacs and Rs. 31.00 lac each.
4. A case was filed by Sh. Pankaj of Rewari for shifting of Toll Plaza No. 17 in the Hon'ble High Court, Punjab & Haryana. The case has been dismissed and decided in favour of the Corporation on 22.5.2009.
5. A CWP No. 398 of 2008 filed by M/s Krishna Motors, Jaipur for quashing section 2(f) and 3 of Haryana Mechanical Vehicles (Levy of Tolls) Act, 1996 and the notification dated 27.7.2004 (collection of toll on buses of the petitioner crossing the border of Haryana and Rajasthan). Written statement was filed in the Court by Corporation on 25.2.2008. The case was fixed for hearing on 9.7.2008 when the Hon'ble Court admitted this case. The next date of hearing is yet to be fixed.
6. A CWP No. 9307 of 2009 filed by STARRCO Vs. State of Haryana for staying of termination orders dated 12.6.2009 passed by HSRDC. The case is disposed off by the Hon'ble Court on the grounds that HSRDC has passed speaking orders and gave

opportunity to M/s STARRCO to complete the work by 30.9.2009 under certain terms and conditions.

The Board is requested to take note of the same.

AGENDA ITEM NO. 36.13**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.	Particulars	Defended by	Status
1	Appeal in ITAT for the year 2003-04 No. 937/06 order passed and referred back to A.O. Income Tax office Panchkula for review. and	Sh. Sushil K.Singla (CA)	Date yet to be fixed
	Appeal filed in the High Court on 18/5/09 for the year 2003-04 against order for ITAT in regard to interest earned on deposits of PMGSY	Sh. Arvind Mehta, Sh. Tej Mohan Radhika Suri (Advocate Taxes)	DO
2	Appeal in ITAT for the year 2003-04 No. 937/08 for decrease in loss for Rs.2,36,42,434/- 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)	DO
3	Appeal filed against orders of Non-deduction of TDS (A.Y. 2005-06) with CIT Appeal on dated 15/1/08	Sh. Sushil K.Singla (C.A)	DO
4	Appeal filed against Assessment Of rders for the year 2005-06 (A.Y. 2006-07) to Addl. Commissioner of Income Tax.	-DO-	Do
5	Appeal in ITAT for the year 2002-03 No. 1061/CHD/08 u/s 271(1)(c) for concealment of fact penalty amounting to Rs. 111980/-.	Sh. Sushil K. Singla (C.A)	Appeal dismissed on 08/07/09

The Board is requested to take note of the same.

So letter to be intd

AGENDA ITEM NO. 36.14

TO TAKE NOTE OF THE STATUS OF AUDIT PARAS.

A meeting was again held by Dy. Account General, Haryana for settlement of balance paras. Two more paras have been dropped. A letter from Dy. Account General, Haryana is enclosed herewith for perusal of the Board.

The Board is requested to take note of the same.



सत्यमेव जयते

कार्यालय महालेखाकार (लेखापरीक्षा)
हरियाणा
प्लॉट नं. 5 सैक्टर 33-बी
दक्षिण मार्ग, चण्डीगढ़ - 160020

OFFICE OF THE
ACCOUNTANT GENERAL (AUDIT)
HARYANA

PLOT NO.5, SECTOR 33-B,
DAKSHIN MARG, CHANDIGARH-160020.
सख्या मी ए-1/अ.क.मी./एच.एस.आर.डीसी./09-10/411-12
दिनांक 16-7-09

सेवा में,

प्रबन्ध निदेशक,
हरियाणा स्टेट रोड एंड ब्रूज डवलपमेन्ट
कारपोरेशन लिमिटेड
सैक्टर 2, पंचकुला

3/67

DGM-I

विषय: हरियाणा स्टेट रोड एंड ब्रूज डवलपमेन्ट कारपोरेशन लिमिटेड के पुराने प्रैसों के समाधान हेतु
आडिट कमेटी मीटिंग।

महोदय,

हरियाणा स्टेट रोड एंड ब्रूज डवलपमेन्ट कारपोरेशन लिमिटेड के पुराने प्रैसों की समीक्षा के

लिये दिनांक 05-06-2009 को हुई आडिट कमेटी मीटिंग का कार्यवृत्त आपको प्रेषित किया जाता है।

भवदीय

वरिष्ठ लेखा परीक्षा अधिकारी

इसकी प्रति वरिष्ठ लेखा परीक्षा अधिकारी सी.ए. - II को सूचनार्थ एवं आवश्यक कार्यवाही

हेतु भेजी जाती है।

वरिष्ठ लेखा परीक्षा अधिकारी

Subject: Audit Committee Meeting

An audit committee meeting was held on 05-06-2009 in the chamber of Managing Director, Haryana State Road & Bridges Development Corporation, Panchkula to discuss the replies of old outstanding paras of the Company. Sh. Harpal Singh Sr. DAG (Comm1) and Sh. Deepak Arora, AAO (CA-I) participated from this office and from management side following officials attended the meeting:

1. Sh. B.S.Singla, Managing Director
2. Sh. Ashok Kumar, Deputy General Manager
3. Sh. D.K. Chawla, Accounts Officer

The results of the discussion on the replies submitted by the management on the old outstanding paras are given in annexure.

Annexure

Year of Audit and Inspection Report	Para no.	Subject	Further remarks
2006-07	1	Loss due to rejection of valid offer; Rs.1.94 crore.	Advance para being pursued separately
	2	Avoidable loss of revenue due to delay in awarding of toll contract-Rs.1.26 crore.	In view of the reply and discussion para is settled
	3	Avoidable loss of revenue due to delay in awarding of toll contract-Rs.58.73 lakh	In view of the reply and discussion para is settled
	4	Avoidable loss of revenue: 48.72 lakh	Advance para being pursued separately
2007-08	2	Injudicious decision resulting in loss of revenue: Rs.1.30 crore.	Advance para being pursued separately
	4	Loss of Revenue due to delay in calling of fresh tenders	Advance para being pursued separately

nizel
Sr. Dy. Accountant General (Comm.)

AGENDA ITEM NO. 36.15

DELEGATION OF POWERS FOR DISPOSING OF DAMAGED/OUTDATED ASSETS OF THE CORPORATION.

Due to wear and tear or efflux of time, the value of the assets like Computers, electrical/office equipments, furniture etc. decreases or these become outdated/damaged which are not useful for any further period. In order to replace these assets, the Board is requested to authorize the Managing Director to dispose off such assets. At present, there are 2 computers which were purchased about 10 years back and are outdated.

The Board is requested to consider and approve the same.

AGENDA ITEM NO. 36.16

TO CONSIDER AND APPROVE THE NOTICE OF THE 10TH ANNUAL GENERAL MEETING AND FIX THE DATE, PLACE AND TIME FOR HOLDING THE ANNUAL GENERAL MEETING

As per the provisions of Section 166 read with Section 210 of the Companies Act, 1956 each Company is required to hold its Annual General Meeting (AGM) in each calendar year for adoption of annual accounts of the Company. This meeting is required to be held within 6 months from the close of the financial year and the gap between the two such meetings should not be more than 15 months.

The financial year of the Company closes on 31st March and the last AGM was held on 29.9.2008. Thus, the next Annual General Meeting is required to be held on or before 30.9.2009.

As per Section 171 of the Companies Act, 1956, 21 days clear notice is required to be given to the shareholders for convening the Annual General Meeting. Further, the AGM can be convened at a shorter notice if all the shareholders of the Corporation give their consent to hold the AGM at a shorter notice.

The Board is requested to fix the date, time & place of the Annual General Meeting and the draft notice of the Annual General Meeting is placed below for the approval of the Board:-

“RESOLVED THAT the 10th Annual General Meeting of the members of the Company be held on _____, the _____ at _____ AM-PM at the registered office of the Corporation at Bays No. 13-14, Sector-2, Panchkula, Haryana.

FURTHER RESOLVED THAT the notice of calling the Annual General Meeting as placed before the meeting be and is hereby approved and Sh. B.S.Singla, Managing Director of the Corporation be and is hereby authorised to sign and send the same to the members of the Corporation as also to all others entitled to receive the notice.”

NOTICE

Notice is hereby given that the 10th Annual General Meeting of the Shareholders of the Haryana State Roads & Bridges Development Corporation Ltd. will be held at the Registered Office of the Corporation at Bays No. 13-14, Sector-2, Panchkula, Haryana on _____ at _____ A.M./P.M. to transact the following business:-

1. To receive, consider and adopt the audited balance sheet as at 31st March, 2009 and Profit and Loss Account for the period from 01.04. 2008 to 31.03.2009.
2. To fix the remuneration of statutory Auditors to be appointed by Comptroller and Auditor General of India for the Audit of accounts for the financial year 2008-2009.

“RESOLVED THAT the consent of the members be and is hereby accorded to approve the appointment of M/s Bansal Moza and Associates as Statutory Auditors of the Corporation appointed by the Comptroller and Auditors General of India for the financial year 2009-2010 at remuneration to be decided by the Board.”

By order of the Board

For Haryana State Roads & Bridges Development Corporation Ltd.

(B.S.Singla)
Managing Director

Place: Chandigarh

Dated:

Note:

A member entitled to attend and vote at the meeting is entitled to appoint a Proxy to attend and vote instead of himself. A proxy need not be a member. Proxies in the form annexed hereto must be lodged at the Registered office of the Company not later than 48 hours before the commencement of the meeting.

AGENDA
FOR
34TH MEETING
OF
BOARD OF DIRECTORS
OF

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

DAY : THURSDAY
DATE : 12.02.2009
TIME : 11.00 AM

**IN THE OFFICE OF FCPW, HARYANA,
ROOM NO. 303, 3RD FLOOR
MINI SECRETARIAT, HARYANA
SECTOR-17, CHANDIGARH**

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AGENDA ITEM NO. 34.01

LEAVE OF ABSENCE

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

Sr. No.	Name	Designation	Present / Absent
1.	Sh. K. K. Jalan, IAS	Chairman	
2.	Sh. Kulwinder Singh, IRS	Director	
3.	Sh. Mahesh Kumar, E-in-C	Director	
4.	Sh. B. S. Singla	Managing Director	

AGENDA ITEM NO. 34.02

TO CONFIRM THE MINUTES OF 33RD MEETING OF THE BOARD OF DIRECTORS.

Minutes of the 33rd meeting of the Board of Directors of the Corporation held on 02.12.2008 are enclosed. The Board is requested to confirm the same and pass the following resolution:-

“RESOLVED THAT the minutes of the 33rd meeting of the Board of Directors held on 02.12.2008 be and are hereby approved and confirmed.”

MINUTES OF 33RD MEETING OF BOARD OF DIRECTORS OF HARYANA STATE ROADS & BRIDGES DEVELOPMENT CORPORATION LIMITED HELD ON 02.12.2008 AT 9:40 A.M. IN THE OFFICE OF FINANCIAL COMMISSIONER & PRINCIPAL SECRETARY TO GOVT. OF HARYANA, P.W.D. (B & R) DEPARTMENT.

Present: -

1. Sh. K.K.Jalan, IAS
Financial Commissioner & Principal Secretary to
Govt. of Haryana, Public Works (B& R) Department. (Chairman)
2. Sh. Kulwinder Singh, IAS
Special Secretary, Finance. (Director)
3. Sh. Mahesh Kumar,
Engineer-in-Chief,
Haryana PWD (B&R) Deptt. (Director)
4. Sh. B.S.Singla,
Chief Engineer,
Haryana PWD B&R Branch, Chandigarh (Managing Director)

ITEM NO 33.01

LEAVE OF ABSENCE

All the Directors were present.

ITEM NO. 33.02

TO CONFIRM THE MINUTES OF 32ND MEETING OF THE BOARD OF DIRECTORS.

Minutes of the 32nd meeting of the Board of Directors of the Corporation held on 29.09.2008 as circulated to members of the Board were considered and confirmed. The Board passed the following resolution:

"RESOLVED THAT the minutes of the last meeting of the Board of Directors held 29.09.2008 as circulated to the members of the Board be and are hereby approved and confirmed.

ITEM NO. 33.03

FOLLOW UP ACTIONS ON THE DECISIONS TAKEN IN THE PREVIOUS MEETING OF BOARD OF DIRECTORS HELD 29.09.2008.

The Board took note of the actions taken on the decisions of the last Board Meeting held on 29.09.2008. Regarding signing of Balance Sheet for the year 2007-08,

Sh. Mahesh Kumar, Director desired that one of the signatories of the Balance Sheet should be from the Finance Department, Haryana. It was explained to him that as per the provisions of the Companies Act, 1956, all Directors including Managing Director along with full-time Company Secretary of the Company/Corporation are authorized to sign the Balance Sheet and in any case, the Chartered Accountants are there to examine the issues.

ITEM NO. 33.04

TO TAKE NOTE OF THE STATUS OF THE ACTIVITIES OF THE CORPORATION.

The Managing Director explained the status of the projects being executed by the Corporation. The Board took note of the same.

ITEM NO. 33.05

TO CONSIDER AND APPROVE THE DRAFT DIRECTORS' REPORT.

The Board considered and approved the draft Directors' Report which was prepared in accordance with the statutory requirements of the Companies Act, 1956 and authorised Sh. Mahesh Kumar, Director and Sh. B.S. Singla, Managing Director to sign the Directors' Report. The Board passed the following resolution:

"RESOLVED THAT the draft Directors' Report for the year ending 31st March, 2007 as placed before the Board be and is hereby approved."


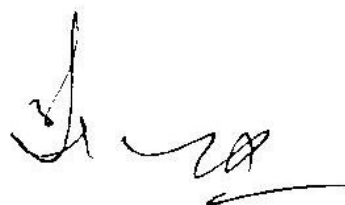
FURTHER RESOLVED THAT Sh. Mahesh Kumar, Director and Sh. B.S. Singla, Managing Director of the Corporation be and are hereby authorized to sign the Directors' Report on behalf of the Board."

ITEM NO. 33.06

TO CONSIDER AND APPROVE THE NOTICE OF THE 8TH 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 8th Annual General Meeting of the Shareholders was held on 04.09.2007. The item with respect to adoption of Annual Accounts for the financial year 2006-07 was adjourned till the comments of the Comptroller & Auditor General of India are received and the adjourned Annual General Meeting to

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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 8th Adjourned 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 8th Adjourned Annual General Meeting on 02.12.2008 at a shorter notice and passed the following resolution.

RESOLVED THAT 8th adjourned Annual General Meeting of the Corporation be convened on Tuesday, 2nd day of December, 2008 at 3.00 P.M. at its registered office of the Corporation at a shorter notice 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 2006-07, the replies of the management on the observations of the Statutory Auditors and on the comments of the Comptroller & Auditor General of India appended to the Directors' Report.

FURTHER RESOLVED THAT Sh. B. S. Singla, Managing Director of the Corporation be and is hereby authorized to issue the notice of the 8th 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.

ITEM NO. 33.07

DELEGATION OF POWERS TO THE MANAGING DIRECTOR FOR GIVING HONARARIUM.

The Board appreciated the services rendered by some of the officers of the Corporation for executing the projects and ratified the payment of cash award along with the appreciation letters given to these officers of the Corporation and authorized the Managing Director of the Corporation to give some cash award ranging from Rs. 1000/- to Rs. 5,000/- along with the appreciation letter to the efficient employees of the Corporation, in future also.



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ITEM NO. 33.08

FIXING OF RESPONSIBILITY REGARDING NON-DEDUCTION OF TDS.

The Board desired that the action taken report be put up in the next Board Meeting after receiving the explanation from Sh. R. K. Verma, the then, Executive Engineer and Sh. N. K. Taneja, the then, Assistant.

ITEM NO. 33.09

PROPER SETTING UP THE RECORDS OF THE CORPORATION.

The Board approved the appointment of M/s Sushil K. Singla & Co., Chartered Accountants at a professional fee of Rs. 25,000/- plus taxes as may be applicable from time to time plus out of pocket expenses wherever reconstruction of records is involved, for setting up of the records of the Corporation relating to Income Tax, TDS, TCS and FBT since the incorporation of the Company till 31.12.2008

ITEM NO. 33.10

TO CONSIDER AND APPROVE THE INCREASE IN AUTHORISED SHARE CAPITAL.

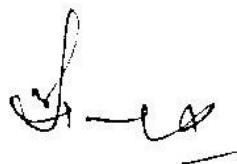
The Board approved the increase in the authorized share capital of the Corporation from Rs. 50.00 crores to Rs. 125.00 crores and authorized the Managing Director to approach the Government for its approval and to do all such acts, deeds and things as may be required for giving effect to this decision.

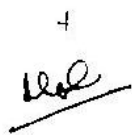
ITEM NO. 33.11

TO CONSIDER AND APPROVE THE NOTICE OF THE EXTRA ORDINARY GENERAL MEETING AND FIX THE DATE, PLACE AND TIME FOR HOLDING THE EXTRA ORDINARY GENERAL MEETING.

The Board considered and approved the draft notice of the Extra ordinary General Meeting of the Corporation for increasing the authorized share capital of the Corporation and passed the following resolution:-

"RESOLVED THAT Extra ordinary General Meeting of the Corporation be convened on Tuesday, the 2nd day of December, 2008 at 3.30 P.M. at its Registered Office of the Corporation for increase in the Authorized Share Capital at a shorter notice.




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FURTHER RESOLVED THAT Sh. B. S. Singla, Managing Director of the Corporation be and is hereby authorized to issue the notice of the Extra ordinary 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.


B.S. Singla
Managing Director - 2/12/08


K.K. Jalan, IAS
Chairman

AGENDA ITEM NO. 34.03**FOLLOW UP ACTIONS ON THE DECISIONS TAKEN IN THE PREVIOUS MEETING OF BOARD OF DIRECTORS HELD 02.12.2008.**

Item No.	Item	Follow up action
33.01	No leave of absence was granted since all the Directors were present.	No action required.
33.02	To confirm the minutes of 32 nd meeting of Board of Directors.	No action required.
33.03	The Board took note of the actions taken on the decisions of the last Board Meeting held on 29.09.2008.	No action required.
33.04	The Managing Director explained the status of the projects being executed by the Corporation. The Board took note of the same.	No action required.
33.05	The Board approved the draft Directors' Report for the year ending 31 st March, 2007 and authorised Sh. Mahesh Kumar, Director and Sh. B.S. Singla, Managing Director to sign the Directors' Report on behalf of the Board of Directors.	The Director's Report has been signed by Sh. Mahesh Kumar, Director and Sh. B.S. Singla, Managing Director.
33.06	The Board decided to convene the 8 th Adjourned Annual General Meeting on 02.12.2008 for adoption of annual accounts for the year 2006-2007.	The 8 th Adjourned Annual General Meeting was held on 02.12.2008 for adoption of annual accounts for the year 2006-2007.
33.07	The Board authorized the Managing Director of the Corporation to give some cash award ranging from Rs. 1000/- to Rs. 5,000/- along with the appreciation letter to the efficient employees of the Corporation, in future also.	No action required.
33.08	The Board desired that the action taken report be put up in the next Board Meeting after receiving the explanation from Sh. R. K. Verma, the then, Executive Engineer and Sh. N. K. Taneja, the then, Assistant.	This item has been taken as a separate item.
33.09	The Board approved the appointment of M/s Sushil K. Singla & Co., Chartered Accountants for setting up of the records of the Corporation relating to Income Tax, TDS, TCS and FBT since the incorporation of the Company till 31.12.2008	The firm of Chartered Accountants is in the process of compiling the records as approved.
33.10	The Board approved the increase in the	After taking the necessary approval

	authorized share capital of the Corporation from Rs. 50.00 crores to Rs. 125.00 crores and authorized the Managing Director to approach the Government for its approval and to do all such acts, deeds and things as may be required for giving effect to this decision.	from the Govt., the Corporation applied to the Registrar of Companies and deposited Rs. 37,50,000/- as filing fee in Form No 5 which has been approved by the Registrar of Companies.
33.11	The Board approved the convening of the Extra ordinary General Meeting of the Corporation for increasing the authorized share capital of the Corporation on 2.12.2008.	The Extra ordinary General Meeting was held on 2.12.2008.

AGENDA ITEM NO. 34.04

DELEGATION OF THE POWERS BY THE MANAGING DIRECTOR TO OTHER OFFICERS OF THE COMPANY SUBORDINATE TO HIM.

There are provisions under para 25 of Memorandum and Articles of Association of HSRDC Ltd. incorporated under the Companies Act, 1956 by the Assistant Registrar of Companies, N.C.T. of Delhi and Haryana on 13th May, 1999 relating to powers and duties of Managing Director.

As per provisions of para 25(c), Managing Director is authorized to sub-delegate such of his powers as he may think fit to other officers of HSRDC subordinate to him and such sub-delegation of powers made by the Managing Director, shall be reported at the meeting of the Board of Directors immediately in the next meeting of the Board.

The Managing Director has desired to sub-delegate the following powers.

- (i) Drawal and disbursement of salary to staff jointly by DGM-I & II at Head Quarter.
- (ii) Powers to sanction and payment of bills upto Rs. 1.00 lac by DGMs.
- (iii) Post facto approval of sub-delegation of the powers to the Executive Engineer/Deputy General Manager posted in Field for release of payment to the Contractors and establishment expenses.
- (iv) To sign the agreement with contractors by DGMs.

The Board is requested to consider and approve the same.

AGENDA ITEM NO. 34.05

TO CONSIDER AND APPROVE THE ALLOTMENT OF SHARES.

The Board in its meeting held on 02.12.2008 had approved the increase in the authorized share capital from Rs. 50.00 crore to Rs. 125.00 crores and the approval of the shareholders was also obtained in its Extra Ordinary General Meeting held on 02.12.2008 for such increase.

As per the provisional Balance Sheet for the year 2007-08, a sum of Rs. 72.04 crores is lying in Share Application Money account contributed by Govt. of Haryana for which the Corporation is required to allot the shares. The Board is requested to consider and approve the allotment of 7,20,40,000 equity shares of Rs. 10/- each to the Governor of Haryana and pass the following resolution:-

“RESOLVED THAT 7,20,40,000 equity shares of Rs. 10/- each be and hereby allotted to the Governor of Haryana against induction of capital in the Corporation.

RESOLVED FURTHER THAT the Share Certificate/s bearing no/s. be issued to the the Governor of Haryana under the Common Seal of the Corporation and under the signatures of (i) Sh. Mahesh Kumar, Director and Sh. B. S. Singla, Managing Director and Sh. Ashok Kumar, Dy. General Manager of the Corporation as Authorised Signatory.

RESOLVED FURTHER THAT the name of the Governor of Haryana be entered in the Register of Members of the Corporation and the necessary entries in respect of the Shares allotted in the aforesaid manner be recorded.

RESOLVED FURTHER THAT a return of allotment of shares allotted in the aforesaid manner be filed with the Registrar of Companies and for this purpose Sh. B. S. Singla, Managing Director, be and is hereby authorised to prepare, sign and file such return and to do all such acts, deeds or things as may be necessary to give effect to this resolution.”

AGENDA ITEM NO. 34.06

IMPLEMENTATION OF REVISED PAY SCALES FOR HSRDC EMPLOYEES.

The Govt. of Haryana vide notification No. G.S.R.44/Const./Art. 309/08 dated 30.12.2008 has revised the pay scales of the employees of its State w.e.f. 01.01.2006. As on date, there are three employees on the rolls of the Corporation.

It is proposed that the revised scales as notified by the Government of Haryana may also be implemented in the Corporation for the employees.

The Board is requested to consider and approve the same.

AGENDA ITEM NO. 34.07

TO TAKE NOTE OF THE STATUS OF THE ACTIVITIES OF THE CORPORATION

In addition to management of funds of PWD (B&R) for various schemes such as LADT (Rural), LADT (Urban), deposit works, funds of Education Department, funds of Health Deptt. etc., the Corporation is taking up the following works:

1. Construction of various buildings in BPS Mahila Vishwavidhalaya at Khanpur Kalan (Sonapat) costing Rs. 103.36 crores – *The project has been completed except hostels/guest houses. The progress is as under:*
 - a. Construction of Teaching block (Group-I) at B.P.S. Mahila Vishwavidhyala at Khanpur Kalan (Sonapat) costing Rs. 13.75 crores – Progress : Completed.
 - b. Construction of Teaching block (Group-II) at B.P.S. Mahila Vishwavidhyala at Khanpur Kalan (Sonapat) costing Rs. 13.75 crores – Progress : Completed.
 - c. Construction of Girls Hostel (Group-I) at B.P.S. Mahila Vishwavidhyala at Khanpur Kalan (Sonapat) costing Rs. 9.31 crores – Progress : 90% completed, Likely date of completion : 31.3.09
 - d. Construction of Girls Hostel (Group-II) at B.P.S. Mahila Vishwavidhyala at Khanpur Kalan (Sonapat) costing Rs. 9.31 crores – Progress : 95% Completed, Likely date of completion : 28.2.09
 - e. Construction of Girls Hostel (Group-III) at B.P.S. Mahila Vishwavidhyala at Khanpur Kalan (Sonapat) costing Rs. 9.31 crores – Progress : 95% Completed, Likely date of completion : 28.2.09
 - f. Construction of Guest House at B.P.S. Mahila Vishwavidhyala at Khanpur Kalan (Sonapat) costing Rs. 3.46 crores – Progress : 94% Completed, Likely date of completion : 20.2.09
 - g. Construction of Campus School at B.P.S. Mahila Vishwavidhyala at Khanpur Kalan (Sonapat) costing Rs. 4.37 crores – Progress : Completed
 - h. Construction of One house of Vice Chancellor residence (2775 SFT) & 15 houses of 1882 SFT at B.P.S. Mahila Vishwavidhyala at Khanpur Kalan (Sonapat) costing Rs. 3.46 crores – Progress : 99% Completed, Likely date of completion: 20.2.09
 - i. Construction of 32 houses of 1220 SFT at B.P.S. Mahila Vishwavidhyala at Khanpur Kalan (Sonapat) costing Rs. 3.63 crores – Progress : Completed
 - j. Construction of 48 houses of 600 SFT at B.P.S. Mahila Vishwavidhyala at Khanpur Kalan (Sonapat) costing Rs. 3.24 crores – Progress : Completed
 - k. Construction of internal roads in the campus of B.P.S. Mahila Vishwavidhyala at Khanpur Kalan (Sonapat) costing Rs. 6.48 crores – Progress : 90% Completed, Likely date of completion: 28.2.09

- l. Construction of 11Kv Electrical Sub-stations and connections in various buildings in BPS Mahila Vishwavidhalaya, Khanpur Kalan (Sonapat) costing Rs. 4.53 crores – Progress : Collection of H.T. & L.T. cables, transformers, V.C.Bs. and construction of sub stations buildings completed, Likely date of completion : 28.2.09
 - m. Purchase of furniture for various departments in the BPS Mahila Vishwavidhalaya, Khanpur Kalan (Sonapat) costing Rs. 8.13 crores – Progress : 98% Completed, Likely date of completion : 15.2.09
 - n. Construction of boundary wall around newly acquired land in the BPS Mahila Vishwavidyalaya, Khanpur Kalan (Sonapat) costing Rs. 3.95 crores – Progress : 40%, Target date : 30.06.09
2. Construction of colony in Deenbandhu Chhotu Ram Thermal Power Project (DCRTPP) at Yamuna Nagar costing Rs. 50.15 crores – *The project is likely to be completed by 30.6.09.*
- a. Construction of CISF at Deenbandhu Chhotu Ram Thermal Power Project at Yamuna Nagar costing Rs. 3.52 crores – Progress : 98% Completed, Likely date of completion : 28.2.09
 - b. Construction of houses at Deenbandhu Chhotu Ram Thermal Power Project at Yamuna Nagar costing Rs. 30.47 crores – Progress : 70% Completed, Likely date of completion : 30.6.09
 - c. Construction of OHSR at Deenbandhu Chhotu Ram Thermal Power Project at Yamuna Nagar costing Rs. 0.23 crores – Progress : Completed,
 - d. Construction of internal roads in Deenbandhu Chhotu Ram Thermal Power Project at Yamuna Nagar costing Rs. 4.30 crores – Progress : 70% Completed, Likely date of completion : 31.3.09
 - e. Providing Water Supply, Sewerage & Water Drainage System in Deenbandhu Chhotu Ram Thermal Power Project at Yamuna Nagar costing Rs. 0.90 crores – Progress : 97% Completed, Likely date of completion : 28.2.09
 - f. Construction of Non Residential Buildings in Deenbandhu Chhotu Ram Thermal Power Project at Yamuna Nagar
 - i) Various Buildings (7 nos) costing Rs. 5.43 crores – Progress : 35% Completed, Target date : 30.4.09
 - ii) Shopping complex, Dispensary, Bank, Post Office and Maintenance Office (4 nos) costing Rs. 2.00 crores – Progress : 55% Completed, Target date : 30.4.09
 - g. Construction of Electrical sub station at Deen Bandhu Chhotu Ram Thermal Power Project at Yamuna Nagar costing Rs. 0.44 crores – Progress : 60% Completed, Target date : 31.3.09
 - h. Prov of 11 KV sub station including Electric Supply to buildings and street lights in DCRTPP colony costing Rs. 4.20 crores – Progress : 50% Completed, Target date : 25.3.09

- i. Construction of Sewerage Treatment plant in the colony of Deenbandhu Chhotu Ram Thermal Power Project at Yamuna Nagar costing Rs. 0.39 crores – Progress : 99% Completed, Likely date of completion : 15.2.09
3. Improvement of Gurgaon – Nuh – Rajasthan Border (SH-13) km 7.200 to 95.890 by four lanning, widening, strengthening, providing drains, widening of bridges and culverts, retaining structures and other miscellaneous works etc. (Amount Rs. 347.97 crores) – *The project is likely to be completed by 10.06.2010.* - Progress – 1%. The Committee of Chief Engineer (Roads) and Chief Engineer (NCR) was constituted by the Government for deciding the issues of reconstruction / re-modeling of bridges, construction of diversion of bridges, reconstruction of roads, four-laning of some stretches of the roads etc. The Project has been inspected by the Committee and variations from DPR on the basis of site conditions have been approved. The changes have been displayed on HSRDC's website. Cost as per Agreement – Rs. 338.07 crores, Cost as per revised Scope – No change.
4. Improvement of Murthal-Sonepat-Sampla-Jhajjar-Dadri road (Section of SH-20) from RD 0.00 to 95.150 and Gurgaon- Farrukhnagar- Jhajjar road (SH-15A) from RD 5.500 to 46.250 by widening, strengthening, re-construction/raising, providing drains, widening of bridges and culverts, retaining structures and other misc. works etc. (amount Rs. 231.78 crores) – *The project is likely to be completed by 03.12.2009.* - Progress – 15%. The Committee of Chief Engineer (Roads) and Chief Engineer (NCR) was constituted by the Government for deciding the issues of reconstruction / re-modeling of bridges, construction of diversion of bridges, reconstruction of roads, four-laning of some stretches of the roads etc. The Project has been inspected by the Committee and variations from DPR on the basis of site conditions have been approved. The changes have been displayed on HSRDC's website. Cost as per Agreement – Rs. 240.45 crores, Cost as per revised Scope – 248 crores. The major change in cost is due to CC pavement at Chhuchhakwas Chhara, reconstruction/raising in Sampla Jhajjar Section.
5. Widening and upgradation of Rai Nahra Bahadurgarh road (MDR-138) Km. 0.00 to 37.40 & Rohtak-Kharkhoda Delhi Border (SH-18) (Km.10.200 to 40.760) – (Amount Rs. 139.07 crores) – *The project is likely to be completed by 03.12.2009.* - Progress – 19%. The Committee of Chief Engineer (Roads) and Chief Engineer (NCR) was constituted by the Government for deciding the issues of reconstruction / re-modeling of bridges, construction of diversion of bridges, reconstruction of roads, four-laning of some stretches of the roads etc. The Project has been inspected by the Committee and variations from DPR on the basis of site conditions have been approved. The changes have been displayed on HSRDC's website. Cost as per Agreement – Rs. 142.62 crores, Cost as per revised Scope – 148 crores. The major change in cost is due to raising/ reconstruction in Bahadurgarh.
6. Improvement of Hodal – Nuh – Pataudi road (MDR-132) km 0.00 to 96.775 by reconstruction, widening, strengthening, raising, providing drains, widening of bridges and culverts, retaining structures and other miscellaneous works etc. (Amount Rs. 239.87 crores) – *The project is likely to be completed by 10.03.2010.* - Progress – 5. The Committee of Chief Engineer (Roads) and Chief Engineer (NCR) was constituted by the Government for deciding the issues of reconstruction / re-modeling of bridges, construction of diversion of bridges, reconstruction of roads, four-laning

of some stretches of the roads etc. The Project has been inspected by the Committee and variations from DPR on the basis of site conditions have been approved. The changes have been displayed on HSRDC's website. Cost as per Agreement – Rs. 239.80 crores, Cost as per revised Scope – 244.48 crores. The major change in cost is due to raising/ reconstruction in Nuh Palwal Section & four laning at Tauru & Pataudi.

7. Construction of colony in Rajiv Gandhi Thermal Power Plant, Khedar(Hisar) (Amount Rs. 70.00 crores) – ***The project is likely to be completed by 31.03.2010.***
 - a. Construction of 144 nos type V and 24 nos type VI houses in the campus of RGTPP at Khedar in Hisar district costing Rs. 37.37 crores – Progress : 16% achieved against 22%, Target date : 11.3.10
 - b. Construction of CISF campus and non-residential buildings in the campus of RGTPP at Khedar in Hisar district costing Rs. 18.24 crores – Progress : 22% achieved against 16%, Target date : 31.12.09
 - c. Construction of 48 nos type II, 96 nos type III, 96 nos type IV (G+3 storey), 8 nos type VII (Duplex) and 1 nos type VIII (Duplex) houses in the campus of RGTPP at Khedar in Hisar district costing Rs. 26.00 crores – Progress : 4% achieved against 10%, Target date : 19.5.10 (The work was held up in some blocks as the road was passing through the site).
8. Construction of high level bridge over Tangri River at RD 47.80 on Jagadhari Ambala road of 8 span of 18 mt each (app.) alongwith its approaches in Ambala district. (Amount Rs. 7.52 crores) – ***The work has since been completed.***
9. Construction of suspension cable foot Bridge on Ghaggar River crossing link road Khartia Barisher Road to Kharak in Panchkula Distt. (Amount Rs. 75.00 lacs) – ***Completed.***
10. Construction of ROB at Samalkha costing Rs. 21.24 crores – Financial Progress : 9.55%, Target date : September, 2010. (Work held up due to approval of revised drawings from railway).
11. Construction of ROB at Kosli costing Rs. 19.47 crores – Progress : 5.23% against 7%, Target date : February, 2010
12. Const. of Icon buildings in Murthal Engineering College (Amount Rs. 56.40 crores) – ***Tenders has been invited and are to be received on 18.02.2009.***
13. 4-laning of roads in Rewari town and construction of new roads – (Amount Rs. 131.75 crores). ***Work has been allotted on 30.1.09.***
14. Improvement of Hodal-Punhana-Nagina Road, improvement of roads from Palwal-Hathin road to Uttawar Sikrawa to Bhadas Road and improvement of BKP road upto GA road (Amount Rs. 183.12 crores). ***Work has been allotted on 30.1.09.***
15. Improvement of Jhajjar Dhaur Beri road, Dighal Beri Jahazgarh road and Bahadurgarh Chhara Dujana Beri Jahazgarh road in Jhajjar Distt (Amount Rs. 212.23 crores). ***Work has been allotted on 30.1.09.***
16. Upgradation of Chandimandir Jallah road in Panchkula district costing Rs. 30.00 crores. ***Tenders have been received on 30.1.09 & are under process.***

17. Upgradation of Deodhar to Nainawali road & links in Yamuna Nagar district costing Rs. 45.00 crores. *Tenders have been received on 30.1.09 & are under process.*

The Board is requested to take note of the same.

AGENDA ITEM NO. 34.08

TO TAKE NOTE OF THE CHARGESHEET AGAINST SH. DEVINDER KUMAR SHARMA, ASSISTANT.

While posted as Assistant in HSRDC from 24.8.2006 to 30.11.2008, Sh. Devinder Kumar Sharma committed following acts of omission & commission for which he is charged as under :-

1. That Sh. Devinder Kumar Sharma, Asstt. on 30.11.06 transferred an amount of Rs. 1.85 lacs from the account of Sh. Vikas Rajput, contractor of toll point No. 11 to the account of Sh. Manoj Kumar, Contractor of Toll point No.12 without any approval or any request from the contractor. In this way, he has tried to embezzle the funds of Rs. 1.85 lacs of Sh. Vikas Rajput and helped Sh. Manoj Kumar in whose account the amount has been credited.
2. That the Corporation has suffered a loss of Rs. 47,040/- on account of interest from 10.4.08 to 26.9.08 due to mixing up of Sh. Devinder Kumar Sharma with the contractor as he returned D.D. No. 934000 dated 10.4.08 amounting to Rs. 7.00 lacs to the contractor instead of handing over the same to the Bank Manager.
3. That Sh. Devinder Kumar Sharma, Asstt. proceeded on leave on 25.11.2008 inspite of asking him on telephone on 24.11.2008 for getting the bank guarantee of toll point No. 13 on Shamli-Panipat Road encashed from the concerned Bank and thus, he helped the contractor in delaying the encashment of bank guarantee of toll point No. 13 which clearly shows that he was mixed up with contractor

Since, the charges detailed above constitute grave misconduct on the part of Sh. Devinder Kumar Sharma which renders him liable for disciplinary action under Rule-7 of the Haryana Civil Services (Punishment & Appeal) Rules, 1987, he has been chargesheet for this misconduct.

The Board is requested to take note of the same.

AGENDA ITEM NO. 34.09

TO TAKE NOTE OF THE F.I.R. CASES FILED AGAINST TWO TOLL CONTRACTORS.

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 complainant 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. Two Toll Points were allotted to Sh Manoj Kumar and one to Sh. K.K.Singh, the details of which are given as under:

(A) Sh. Manoj Kumar

(i) Yamuna Nagar-Radour-Ladwa-Thanesar road

That Sh. Manoj Kumar 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 being the eligible highest bidder for collection of toll.

In pursuance of both the above mentioned contracts, Sh. Manoj Kumar submitted 4 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/-

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.

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 the Corporation. Sh. Garg visited this office on 20.10.2008. Photocopies of all the 4 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 Sh. 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.

That Sh. Manoj Kumar gave cheque bearing machine No. 512270 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, the same stood dishonoured.

That Sh. Manoj Kumar had also given one cheque bearing machine No. 512266 dated 24.10.2008 amounting to Rs. 70,00,000/- drawn from his account No. 277 maintained by him in Punjab & Sind Bank, Yamuna Nagar in lieu of unpaid installments for above mentioned contract, but on presentation of the said cheques, the same stood dishonoured. As Sh. 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 Sh. Manoj Kumar has committed fraud by giving fake FDRs to the Corporation and in consequence thereupon, he has caused wrongful loss to the Corporation as Corporation could not encash the above mentioned FDRs/cheques and thereby cheating the Corporation by forging the document of the Bank.

The Corporation has filed criminal case against Sh. Manoj Kumar with the Superintendent Police, Panchkula on 12.01.2009.

(ii) Kaithal-Patiala Road near Punjab Border

That Sh. Manoj Kumar was appointed entrepreneur/agent for collection of toll at Toll Point on Kaithal-Patiala Road near Punjab Border vide contract No. HSRDC/Toll-24/2007 being the eligible highest bidder for collection of toll.

In pursuance of both the above mentioned contracts, Sh. Manoj Kumar submitted 2 FDRs as security deposits. The following are the details of FDRs:-

Sr. No.	FDR No.	Date	Amount
1.	670819	27-10-2007	Rs. 30,00,000/-
2.	670820	27-10-2007	Rs. 30,00,000/-

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.

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 the Corporation. Sh. Garg visited this office on 20.10.2008. Photocopies of both the 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 Sh. Manoj Kumar purchased 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.

That Sh. Manoj Kumar gave cheque bearing machine No. 512269 dated 24.10.2008 amounting to Rs. 60,00,000/- 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, the same stood dishonoured.

That Sh. Manoj Kumar had also given one cheque bearing machine No. 512267 dated 24.10.2008 amounting to Rs. 20,00,000/- drawn from his account No. 277 maintained by him in Punjab & Sind Bank, Yamuna Nagar in lieu of unpaid installments for above

mentioned contract, but on presentation of the said cheques, the same stood dishonoured. As Sh. 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 Sh. Manoj Kumar has committed fraud by giving fake FDRs to the Corporation and in consequence thereupon, he has caused wrongful loss to the Corporation as Corporation could not encash the above mentioned FDRs/cheques and thereby cheating the Corporation by forging the document of the Bank.

The Corporation has filed criminal case against Sh. Manoj Kumar with the Superintendent Police, Panchkula on 12.01.2009.

(iii) The following actions have been taken in above cases:-

- (i) The Contracts have been terminated.
- (ii) The contractor's cheques in lieu of fake FDRs dishonoured, so a court case has been filed after giving due notice.
- (iii) The contractor has been blacklisted after giving due notice.
- (iv) FIR has been got registered and Sh. Manoj Kumar has been arrested by Police.
- (v) The Bank has been requested to refund our money and take action against Bank Manager and others involved in the fake FDRs.
- (vi) Sh. K.K. Gupta, GM (HSRDC) has been appointed as Inquiry Officer.
- (vii) Bank Guarantee policy has been framed which has been taken as a separate item in this agenda.

B. Sohna-Nuh-Ferozepur-Zhirka-Alwar Road

Sh. K.K. Singh was authorized to collect toll tax on Toll Point No-16 on **Sohna-Nuh-Ferozepur-Zhirka-Alwar Road** vide this office letter No. 1837 dated 30.5.08. He furnished following FDRs for security deposits of the above toll point:-

1. FDR No.671298 dated 21.5.08 for Rs.40,00,000.00
2. FDR No.671299 dated 21.5.08 for Rs. 31,00,000.00

All the aforesaid FDRs were sent to the Branch Manager, UCO Bank, Kandhla (U.P.) by registered post for their verification. The Bank verified the authenticity of the FDRs vide their letter dated 6.8.089.

The Manager, UCO Bank, Kandhla Branch 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 this 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 FDRs were shown to him and he recorded following remarks thereon:-

“This is a fake document issued on computer scanned stationary. It is confirmed by branch that FDR was issued only for Rs.40,000/- and Rs.31,000/- as confirmed by B/o Kandhla.”

The Zonal Manager, UCO Bank, Zonal Office, Bareilly has further intimated vide his letter No.966 dated 22.10.2008 that two Call Deposits (FDRs) were purchased on 21.5.2008 for Rs.40,000/- and Rs.31,000/- bearing printed numbers 671298 & 671299. Later on, it was revealed that FDRs on computer scanned stationary with the same printed numbers have been prepared for Rs. 40.00 lac & Rs. 31.00 lac and deposited the same with this office to get benefit for obtaining contract in the name of Sh. K. K. Singh. The stationary used is not genuine stationary of the bank, rather it is computer scanned stationary. Later on, on 4.11.2008 Sh. K.K. Singh gave fresh FDRs as security and on 2.1.2009 his contract stands terminated due to non-payment of installment in time and his security deposit has been forfeited.

The Corporation has filed criminal case against Sh. K. K. Singh with the S.H.O., PS, Sector-5, Panchkula on 8.1.2009 and with Superintendent of Police, Panchkula on 17.1.2009. The amount has been recovered by encashing the BGs/FDRs.

The following actions have been taken:-

- (i) The Contract has been terminated.
- (ii) The new BG/FDRs have been received and got encashed.
- (iii) The contractor has been blacklisted after giving due notice.
- (iv) FIR has been got registered.
- (v) The Bank has been requested to take action against Bank Manager and others involved in the fake FDRs.
- (vi) Sh. K.K. Gupta, GM (HSRDC) has been appointed as Inquiry Officer.
- (vii) Bank Guarantee policy has been framed which has been taken as a separate item in this agenda.

The Board is requested to take note of the same.

AGENDA ITEM NO. 34.10

FIXING OF RESPONSIBILITY REGARDING NON-DEDUCTION OF TDS.

The Board in its meeting held on 29.9.2008 took note of the payment of Rs. 1,11,980/- towards penalty deposited with the Income Tax Authorities and desired that report of General Manager to fix the responsibility of the officers/officials/Chartered Accountants for the lapses be placed in the next Board meeting.

Sh. K. B. Narang, the then General Manager who was deputed to investigate the matter gave his report which was placed before the Board in its meeting held on 2.12.2008. The Board desired that the action taken report be put up in the next Board Meeting after receiving the explanation from Sh. R. K. Verma, the then, Executive Engineer and Sh. N. K. Taneja, the then, Assistant. The explanation from both were received which were not found satisfactory and it was decided to chargesheet them under Rule 8 of P&A Rules, 1987. Accordingly, the draft chargesheets under Rule 8 have been sent to E-in-C, Haryana PWD B&R for approval and signatures of the competent authority and serving the same upon them.

The Board is requested to take note of the same.

AGENDA ITEM NO. 34.11

TO CONSIDER AND APPROVE THE APPOINTMENT OF LEGAL CONSULTANT.

The Board in its meeting held on 09.06.2008 approved, in principle, the appointment of lawyers and desired that an advertisement be given in the newspaper and the same be uploaded on the web site of the Corporation. the Corporation has received the offers from 6 (six) Firms who have desired to be appointed as Legal Consultant, the detail of which is given as under:-

Sr. No.	Name	Fee
1.	M/s Consulting Engineers Associates	Rs. 50,000/- per quarter
2.	M/s C.L. Handu and Associates-	Rs. 2,100/- each advice
3.	M/s D.K. Singhal and Associates	Rs. 51,000/- per quarter
4.	Er. Joginder Singh	The agency has not quoted the rates.
5.	M/s Sushil K. Singla & Co.	Rs. 25,000/- per month
6.	M/s Omega Test House	The agency has not quoted the rates.

Since, the rates quoted by M/s C.L. Handu and Associates are the lowest. It is proposed that they may be appointed as Legal Consultant for contracts.

The Board is requested to consider and approve the same.

AGENDA ITEM NO. 34.12

TO CONSIDER AND APPROVE THE BANK DEPOSIT POLICY AND CONSTITUTION OF COMMITTEE.

At present, the Corporation is depositing funds in different banks on quotation basis to the highest interest rate bidder bank. As per the instructions issued by the Government of India, Ministry of Financial Services, the funds under the control of the Government Department / Ministry or funds amenable to their control (including funds distributed by Department / Ministry of Agencies / Entities) shall at least to the extent of 60% be placed with public sector banks. It has also advised to the Government Department / Ministry that the practice of inviting competitive bids for bank deposits should be discontinued forthwith and that they should place their deposits with the banks with whom they have a regular course of business, including public sector banks. The Reserve Bank of India has also issued the revised instructions to the nationalized Banks to quote fixed rate of interest as decided by Reserve Bank of India and to not quote higher rates i.e. treasury rates. The said facts have been noticed while calling the quotations of interest from the nationalized banks.

The rate of interest of Nationalised Banks is less than the Private Banks. The Corporation is proposing to constitute a Committee of the following officers of the Corporation for Deposit of the Funds.

1. General Manager
2. Deputy General Manager-I
3. Accounts Officer.

The Board is requested to consider and approve the same & decide the bank deposit policy.

AGENDA ITEM NO. 34.13

TO CONSIDER AND APPROVE THE COLLECTION OF TOLL POICY.

The matter with regard to collection of toll policy was placed before the Board in its meeting held on 29.09.2008 wherein, the Board had deferred this item and desired that the guidelines regarding toll collection and management of toll collection centres be finalized by Engineer-in-Chief and Managing Director, HSRDC. The revised guidelines have been prepared which are placed below for perusal of the Board.

The Board is requested to approve the same.

SUBJECT:- GUIDELINES REGARDING TOLL COLLECTION AND MANAGEMENT OF TOLL COLLECTION CENTERS.

1. INTRODUCTION

Haryana State Roads & Bridges Development Corporation Ltd. (henceforth, referred as "Corporation") presently is responsible for toll collection at various toll points as per list given below, on State Highways and Major District Roads as per decision of council of Ministers.

2. DETAILS OF TOLL POINTS

Toll No.	Name of Road	Length (in Kms.)	Toll Collection Point as notified.
1.	Gurgaon-Sohna road	26.00	Km 11 near Badshahpur
2.	Gurgaon-Pataudi-Rewari road	50.41	Km. 24 near Gurgaon
3.	Gurgaon-Farrukhnagar-Jhajjar road	45.53	Km 7 near Gurgaon
4.	Palwal-Sohna Road	Closed due to declaration of National Highway	
5.	Sohna-Dharuhera Road		
6.	Bahadurgarh-Jhajjar-Dadri-Loharu-Pilani road	126.00	Near Rajasthan Border
7.	Fatehabad-Bhattukalan-Bhattu-Ludesar road	25.00	Near Rajasthan Border
8.	Sirsa-Ellanabad road	50.00	Near Rajasthan Border
9.	Sardulgarh-Sirsa road	16.00	Near Punjab Border
10.	Budhlada-Ratia-Fatehabad road	41.00	Near Punjab Border
11.	Jagadhari-Chhachhrauli-Paonta road	Closed due to declaration of National Highway w.e.f. 15.1.2009	
12.	Yamunanagar-Radour-Ladwa-Thanesar road	75.00	Km 40 Near Yamunanagar
13.	Shamli-Panipat road	15.00	Near U.P. Border
14.	UP Border-Sonepat-Gohana road	57.43	Near U.P. Border
15.	Bahadurgarh-Jhajjar road	Toll facility withdrawn w.e.f.23.1.2003	
16.	Sohna-Nuh-Ferozpur-Zhirkha-Alwar road	76.00	Near Rajasthan Border
17.	Shahjahanpur-Rewari road	21.00	Near Rajasthan Border
18.	Narnaul-Nizampur road	11.00	Near Rajasthan Border
19.	Narnaul-Singhana road	15.00	Near Rajasthan Border
20.	Hansi-Tohana-Sodiwas road	Toll facility withdrawn	
21.	Barwala-Agroha-Bhadra road	55.50	Near Rajasthan Border
22.	Uklana-Tohana-Munak road	Toll facility withdrawn w.e.f. 4.9.2006	
23.	Kaithal-Khanauri road	24.00	Near Punjab Border
24.	Kaithal-Patiala road	36.00	Near Punjab Border
25.	Pehowa-Patiala road	10.00	Near Punjab Border
26.	KalaAmb-Sadhaura-Shahbad road	59.75	Near Himachal Border

27.	Rohtak-Kharkhauda-Delhi Road	42.00	Near Delhi Border
28.	Bhattu-Ludesar-Jamal Road	-	Near Rajasthan Border
29.	Sirsa-Ludesar-Bhadra	-	Near Rajasthan Border
30.	Kotputli-Budhwal-Nangal Chaudhary-Narnaul road	MDR 129	Near Rajasthan Border
31.	Tohana-Dharsul-Ratia-Hanspur road (upto Rajasthan Border)	MDR 101	Near Punjab Border
32.	Jakhal-Dharsul-Bhuna-Pabra road	MDR 102	Near Punjab Border

3. Toll Rates: -

- i) The toll will be collected at the rates notified by Govt. of Haryana as given below: -

SCHEDULE OF TOLL RATES

Sr. No.	Particulars of vehicles	Rate of toll to be charged per trip
1.	Trucks (laden with goods or unladen) Canter/multi axled vehicles/dozers and earth movers etc.	Rs.150/- per trip including return journey
2.	Buses/mini buses with Stage Carriage Permits	i) Rs.150/- per trip, for single trip including return journey. ii) Rs.225/- for daily pass. iii) Rs.4500/- for monthly pass
3.	Buses/mini buses with Contract Carriage Permits	Rs.150/- 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	Rs.50/- per trip including return journey
6.	Vehicles having more than 10 tyres	Rs.225/- per trip including return journey

NOTE :- 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.

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

- Defence vehicles.
- Non Commercial Vehicles of all state Governments and Government of India.
- Police vehicles
- Fire Fighting vehicles.

- v) Ambulances.
- vi) Funeral vans.

Note: *No toll shall be levied on two wheelers, jeeps other than maxi cabs, cars, tractors and tractor with trolley for agriculture purposes.*

4. METHODOLOGY FOR TOLL COLLECTION

- (i) The toll will be collected at the notified locations in the State of Haryana.
- (ii) The toll will be collected through contractual agencies engaged through open bids.
- (iii) The tender process will be started about 90 days in advance so that the tender process is complete well before the date of start of collection of toll.
- (iv) The tender notice will be published in three national newspapers (Two English newspapers and one Hindi newspaper) and also on web site of Corporation.
- (v) If possible the clubbing of tenders of two or toll points can also be tried to invite healthy competition..
- (vi) HSRDC will try to send tender notices by Regd. AD post to all the contractors who have participated in the bidding process of toll collection in the last three years so as to create a healthy competition. In addition to that it will also be tried to send the same to all the toll contractors of adjoining States, where same is being done.
- (vii) The time period of the toll will be so adjusted so that toll collection starts from the 1st date of quarter of the year i.e. 1st of January, 1st of April, 1st of July & 1st of October.
- (viii) The traffic census at the toll points shall be carried out in advance well before the receipt of tenders so that the tenders can be decided immediately.
- (ix) The tenders will be received in the office of Managing Director, Haryana State Roads & Bridges Development Corporation Ltd. and no recommendations are required from the field S.E./E.E.
- (x) The tender will be allotted to the highest bidder after negotiations, if needed

5. ELIGIBILITY CRITERIA

- a) **For partnership Firm or a Public Limited Company or a joint venture or Consortium of such Companies.**
- i) Property certificate for minimum value of Rs.....(25% of previous bid amount) 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 previous bid amount).

However value of property and bank balance can be combined for achieving minimum value of Rs.....(25% of previous bid amount) Income Tax clearance certificate/last year income tax statement.

- ii) 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.
- iii) Partnership Deed/Joint Venture Agreement /Certificate of company,
- iv) 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.
- v) Power of Attorney of the authorized signatory to sign the bids and also to enter into negotiations/communications with the Authority.

b) For individuals

- i) Property certificate for minimum value of Rs.....(25% of previous bid amount) 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 previous bid amount) However value of property and bank balance can be combined for achieving minimum value of Rs.....(25% of previous bid amount).
- ii) The bidder should produce a copy of income tax clearance certificate/income tax statement filed for the last one year and in case of non-income tax payee such as agriculturist, an affidavit in this regard may be submitted.
- iii) 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.

6. Successful bidder will have to deposit:

- (a) Security deposit equal to the 15% of the contract amount in the shape of bank draft in favour of M.D. (HSRDC) payable at Chandigarh or bank guarantee in favour of M.D. (HSRDC) within 21 days of issue of letter of acceptance.
- (b) The monthly installments will be deposited as per table given below :

Name of Installment	Amount	Due date
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1 st (2 nd also, if applicable as per Note below)	_____ + TCS @ 2.266% or as applicable from time to time	Within 21 days of issue of letter of acceptance
Balance monthly installments except last.	_____ + TCS @ 2.266% or as applicable from time to time	Every 1 st date of that month
12 th	_____ + TCS @ 2.266% or as applicable from time to time	1 st date of last month of Agreement period.

Note – If the days of that month counted from the date of start of toll are less than Ten, then the 1st & 2nd installments alongwith TCS @ 2.266% or as applicable from time to time shall have to be deposited in advance within 21 days from the date of issue of letter of acceptance.

- (c) The post dated cheques for the balance monthly installments shall be deposited within 21 days of issue of letter of acceptance.
7. In case the Entrepreneur / Agent fails to deposit the installment by due date i.e. by 1st date of that month then, the post dated cheque shall be deposited in the bank for encashment. Cheque clearance charges alongwith interest from due date to the date of clearance of cheque @ 0.06% per day will be the liability of the entrepreneur/agent and shall be recovered from the entrepreneur/agent.
8. The post dated cheques of that entrepreneur/agent who deposit the monthly installment by due date shall be returned back.
9. 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 will 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

10. TENDER DOCUMENT

The draft bid document for toll tenders is enclosed as Annexure-III.

11. TENDER FINALISATION

After receipt of the toll tenders, these will be processed in the office of Managing Director (HSRDC). The tenders will be compared with the previous tenders of this toll point and also with the fresh traffic census conducted at this point. The tenders upto 5.00 crores shall be decided by MD (HSRDC) & beyond this the tenders will be put up to the Tender Allotment Committee (with minimum quorum of three) which shall be as under:

1.	Engineer-in-Chief, Haryana PWD B&R Branch	Member
2.	Senior Most Chief Engineer of PWD B&R Branch	Member
3.	Chief Engineer Roads PWD (B&R)	Member
4.,	Managing Director (HSRDC)	Convener
5.	GM/DGM HSRDC	Member
6.	Account Officer (HSRDC)	Member

After finalization of the tender, the work will be allotted to the agency with a copy to the concerned Deputy Commissioner, Senior Superintendent of Police & concerned S.E./E.E. of Haryana, PWD (B&R).

12. RE-INVITATION OF TOLL TENDERS

If the Tender Allotment Committee decides that the tenders are to be re-invited, then the tenders will be invited afresh by following the same procedure. In case with this process, the tender period of the previous agency expires (of course the chances are very less because the tender process has been initiated 90 days in advance) then toll collection will be started departmentally.

In case, the tender agreement of the contract had been terminated or expired, and the collection has to be started by HSRDC in that case, short/spot tenders will be invited for collecting toll for that gap period only. In case, this agency also fails, then the toll collection will be started departmentally.

13. SHIFTING OF TOLL POINT

In case of temporary closure of traffic on the road, the toll point can be temporary shifted to the nearest possible location on this road suitable for toll collection after taking due approval of Government. For assessing the additionally of traffic on the new location, a committee shall be constituted consisting of the followings: -

- | | | |
|------|--------------------------|----------|
| i) | Concerned SE, PWD (B&R) | Chairman |
| ii) | DGM, (HSRDC) | Member |
| iii) | Concerned EE, PWD (B&R) | Member |
| iv) | Representative of Agency | Member |

14. CLOSURE OF TOLL POINT

The collection of toll on any point can be closed after taking due permission of the Government in the following cases: -

- i) The Road has been declared as National Highway.
- ii) The Traffic on the road is totally closed due to any reason such as failure of bridge on the road etc. In that case the collection of toll will be temporarily closed till traffic is opened.
- iii) The Government wants to close any toll collection point.

AGENDA ITEM NO. 34.14

TO CONSIDER AND APPROVE THE BANK GUARANTEE POLICY.

Haryana PWD B&R has finalized the necessary guidelines for acceptance of bank guarantees from the contractors. It is proposed that these guidelines may also be implemented in the Corporation. The Corporation has suggested following additions to be incorporated in these guidelines which are given as under and have been added in the respective para:-

- 1(c) Haryana State Co-operative Banks have also been included in the list.*
- 1(f) All Bank Guarantee/FDRs should be from CBS branches (Online branches), so that these can be verified online at any station from any branch of that Bank.*

The Board is requested to consider and approve the same.

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 Co-operative 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.
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.]

BG verification

4. Process of verification of bank guarantees shall start immediately on receipt of the Bank Guarantee. The verification shall be got done by making reference through post and/ or by sending officers/ official to the office from where the verification is to be made. The Executive Engineer shall decide the mode of

verification of Bank Guarantee. The bank guarantees shall be verified from the controlling offices of the Banks also who have issued the bank guarantees. When postal mode is used, only registered post or speed post shall be used. Couriers shall not be used.

- a. The controlling office of the Bank should be advised to confirm the issuance of the Bank Guarantee(s) specifically quoting the letter of PWD on the printed official letterhead of the Bank indicating address and other details (including telephone nos.) etc. of the Bank and the name, designation and code number of the officer(s) confirming the issuance of the Bank Guarantee.
 - b. When confirmation is obtained through sending responsible officer/ official, he should personally obtain the confirmation from the controlling office of the issuing Branch of the Bank and submit his report and the documents received to the Executive Engineer.
 - c. When Verification is got done by sending a person, in case of bank guarantees of value more 20 lacs, the person sent for verification shall not be of a level below DAO.
- 5.
- a. Earnest money – Bank Guarantee received for bid securities purposes shall also be got verified immediately on receipt and opening of financial bids. However, the Bank Guarantee shall be only verified through postal mode. The Bank Guarantee of the lowest bidder shall be additionally verified by sending a official in case this Bank Guarantee is of value more than Rs.10.00 lacs. The earnest money Bank Guarantee of bidders other than lowest bidder, shall be released only after verification of the Bank Guarantee so as to deter bidder from giving fake Bank Guarantee.
 - b. Award of work will be done after due process of verification of bank guarantee. Payments contingent upon receipt of bank guarantees shall also be released after verification of the bank guarantees. In case of toll collection, no toll collection should be allowed till Bank Guarantees are verified except for the period for which money has been received.

Maintenance and Release of Bank Guarantees

6. All BGs shall be maintained in the appropriate field divisions, irrespective of the nominated officer being a Superintending Engineer or Chief Engineer or Engineer-in-Chief or Commissioner and Secretary to the Government. Whenever any field division is closed or work is transferred to other division, the Bank Guarantees shall be transferred to the new division.
7. It shall be the responsibility of the Deputy Superintendent of the division or any other officer/ official so authorised by the EE in absence of the Deputy Superintendent under the overall responsibility of the EE to monitor the validity of the BGs. The deputy Superintendent shall entail assistance of the Second Accounts Clerk in maintaining records of the bank guarantees.
8. It shall be the responsibility of the EE and his officials to monitor the validity of the BGs A register shall be maintained for this purpose in the division to

ensure extension of the validity of the BGs in terms of the contract or encashment of bank guarantee or release of bank guarantee depending upon the situation.

9. BGs shall be released only on specific orders of EE in terms of the contract. He shall obtain orders of the competent authority, if EE is not competent to make a decision, before releasing the bank Guarantees.

Corrupt or Fraudulent Practices

10. The Employer will reject a proposal for award if it determines that the Bidder recommended for the award has engaged in corrupt or fraudulent practices in competing for the contract in question. Further, the Employer will declare the firm ineligible, either indefinitely or for stated period of time, for being awarded a contract with PWD (B&R) if it, at any time, determines that the firm has engaged in corrupt or fraudulent practices in competing for the contract, or in its execution.

AGENDA ITEM NO. 34.15

TO RATIFY THE ANNUAL ACCOUNTS FOR THE FINANCIAL YEAR 2007-2008.

The draft Annual Accounts comprising Balance Sheet as on 31st March, 2008 and Profit & Loss Account of the Corporation for the period from 1.4.2007 to 31.3.2008 were placed before the Board in its meeting held on 29.9.2008 which were approved by the Board and the Board authorized Sh. Mahesh Kumar, Director and Sh. B. S. Singla, Managing Director of the Corporation to sign the Balance Sheet, Profit & Loss account and other schedules and further authorized them to approve changes as may be made in the accounts for the aforesaid period subsequently on the receipt of the comments of the Statutory Auditors and sign the same.

The Corporation has made some changes in the these accounts after reconciling the accounts with the Banks and Contractors and submitted these accounts duly signed to the statutory auditors for their report. The revised annual accounts for the year 2007-08 are placed below.

The Board is requested to ratify the same.


HARYANA STATE ROADS & BRIDGES DEVELOPMENT CORPORATION LTD.

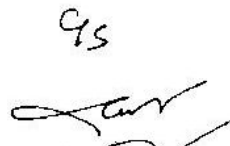
BALANCE SHEET

As at 31st March, 2008

Source of Funds	Schedule	Amount Rs. as on 31.03.2008	Amount Rs. as on 31.03.2007
<u>SHAREHOLDER'S FUNDS:</u>			
Share Capital	I	500,000,000	500,000,000
Share Application Money		730,423,000	637,023,000
<u>RESERVES & SURPLUS:</u>	II	680,154,211	757,366,338
Grant-Prime Minister Gram Sadak Yojana Scheme Grant-Govt. of Haryana (For Activation of Corporation)			
<u>LOANS FUNDS:</u>			
Secured Loans:			
-HUDCO Loan-State H/W (Phase I & II) 16648		394,153,651	392,553,651
-HUDCO Loan MDRs & ODRs (Phase I) 16982		461,523,650	543,123,650
-HUDCO Loan MDRs & ODRs (Phase II) 17035		690,201,600	784,601,600
-HUDCO Loan-State H/W (Phase III & IV) 16977		487,900,000	674,300,000
Total Rs.		3,934,356,112	4,488,968,239
<u>APPLICATION OF FUNDS:</u>			
Fixed Assets:	III		
Gross Block		5,881,578,378	
Less: Depreciation		<u>1,514,845,844</u>	
Net Block		4,366,732,534	4,761,007,336
<u>Deposit Work In Progress</u>			
BPS Work		427666493	
DCTRPP Work		51783692	
Tangri Bridge Work		<u>32424266</u>	
		511874451	0
<u>CURRENT ASSETS, LOANS & ADVANCES:</u>			
Current Assets	IV	2,999,031,949	1,630,625,165
Loan & Advances	V	<u>227,527,411</u>	<u>76,400,071</u>
		3,226,559,360	1,707,025,236
Current Liabilities	VI	5,062,288,231	2,646,218,818
Provision for Taxation			-
Net Current Assets		<u>5,062,288,231</u>	<u>-1,835,728,871</u>
			(939,193,582)
Miscellaneous Expenditure	VII	895,477,998	667,154,485
Total Rs.		3,934,356,112	4,488,968,239

Notes to the accounts and findings/assumptions over these accounts form integral part of accounts at schedule XII.


Managing Director
Haryana State Roads &
Bridges Dev. Corp. Ltd.
Panchkula

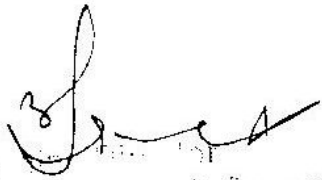

Engineer-In-Chief
Haryana PWD B&R Br.
CHANDIGARH.

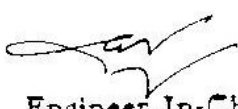
HARYANA STATE ROADS & BRIDGES DEVELOPMENT CORPORATION LTD.

PROFIT & LOSS ACCOUNT

For the year ending on 31.03.2008

Particulars	Schedule	Amount Rs. as on 31.03.2008	Amount Rs. as on 31.03.2007
<u>INCOME</u>	VIII	559,563,868	464,881,019
	Total Rs.	<u>559,563,868</u>	<u>464,881,019</u>
<u>EXPENDITURE:</u>			
To Administrative Exp.	IX	18,256,286	2,271,537
To Financial Exp.	X	238,460,846	284,653,621
To Personnel Exp.	XI	3,588,318	178,367
To Depreciation		418,324,431	427,870,332
To Preliminary Expenses Written off		241,500	241,500
	Total Rs.	<u>678,871,381</u>	<u>715,215,357</u>
Loss for the year / Period		119,307,513	250,334,338
Less: Previous year Expenses		42,145,000	74,173
Less: Previous year Adjustments			-
Net Loss for the year		161,452,513	250,408,511
Less: Provision for Income Tax		-	-
Income tax for earlier years		-	-
Balance Carried to Balance Sheet		161,452,513	250,408,511


Chairman
Haryana State Roads & Bridges Dev. Corp. Ltd.
Panchkula

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Engineer-in-Chief
Haryana S.R.D.B.R. Co.
CHANDIGARH,

HARYANA STATES ROADS & BRIDGES DEVELOPMENT CORPORATION LTD.


SCHEDULE I: SHARE CAPITAL:


	Amount Rs. as on 31.03.2008	Amount Rs. as on 31.3.2007
Authorised Capital:		
50000000 equity shares of Rs. 10/- each (Previous year 50000000 Equity share of Rs. 10/- each)	500000000	500000000
Issued, Subscribed & Paid up Capital 50000000 equity shares of 10/- each fully paid up (Previous year 50000000 Equity Share of Rs. 10/- each)	500000000	500000000
Total Rs.	500000000	500000000

HARYANA STATES ROADS & BRIDGES DEVELOPMENT CORPORATION LTD.

SCHEDULE II: RESERVES & SURPLUS

	Amount Rs. as on 31.03.2008	Amount Rs. as on 31.03.2007
GRANT FROM HARYANA GOVT.	18000000	18000000
GRANT PRIME MINISTER GRAM SADAK YOJANA		
Opening Balance	739366338	
Addition / Adjustments	2162100000	
Interest on Deposits	32281789	
	2933748127	
Less: Utilised during the year	2271593916	739366338
TOTAL	680154211	757366338


 Managing Director
 Haryana State Road
 Bridges Dev. Corp. Ltd.
 Panchkula



 Engineer-In-Chief
 Haryana PWD & R. Br.
 CHANDIGARH,


HARYANA STATE ROADS & BRIDGES DEVELOPMENT CORPORATION LTD.

Schedule "III" - Fixed Assets

Amount (Rs)	Block of Asset		Gross Block		Depreciation		Net Block	
	Balance 01.04.2007	Balance 31.03.2008	Additions (Transfers)	Up To 31.03.2007	For the Period	Total Up To 31.03.2008	As On 31.03.2008	As On 31.03.2007
Land	2,064,775	2,064,775	-	-	-	-	2,064,775	2,064,775
Building	-	23,377,789	23,377,789	-	-	-	23,377,789	-
Computer	-	420,883	420,883	-	68,225	68,225	352,658	-
Telephone	16,035	16,035	-	-	762	762	8,417	9,179
Photocopy Machine	111,768	199,968	88,200	72,766	9,498	82,264	117,704	39,002
Furniture & fixture	6,160	16,418	155,258	3,275	10,218	13,493	147,925	2,885
Project of Improvement of State Highways	2,011,858,918	2,011,858,918	-	623,618,782	143,703,050	767,321,841	1,244,537,077	1,388,240,136
Project of Improvement of State Highways (Phase III & MDRs & ODRs (Phase I)	1,780,601,642	1,780,601,642	-	325,530,854	127,184,814	452,715,668	1,327,885,974	1,455,070,788
Project of Improvement of MDRs & ODRs (Phase II)	871,096,905	871,096,905	-	62,196,319	62,224,710	124,417,029	746,679,876	808,900,586
Printer	1,191,772,545	1,191,772,545	7,500	85,092,560	85,125,929	170,218,489	1,021,554,056	1,106,679,985
	-	-	-	-	1,216	1,216	6,284	-
Total	5,857,528,748	5,881,578,378	24,049,630	1,096,521,412	418,324,431	1,514,845,844	4,366,732,534	4,761,007,336

Previous Year Figure	5,685,985,958.00	668,651,079.00	-	668,651,079.00	5,297,045,754.00
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 Managing Director
 Haryana State Roads & Bridges Development Corporation Ltd.
 Chandigarh


93

 Engineer-in-Chief
 Haryana State Roads & Bridges Development Corporation Ltd.
 Chandigarh


HARYANA STATE ROADS & BRIDGES DEVELOPMENT CORPORATION LTD.

SCHEDULE IV: CURRENT ASSETS	Amount Rs. as on 31.03.2008	Amount Rs. as on 31.3.2007
<u>CASH & BANK BALANCES:</u>		
Cash in hand	8634	7793
With Schedule Banks	152021975	85024534
With Schedule Banks in FDRs	2844097859	1533350485
Accrued Interest	2903481	12242353
Total Rs.	2999031949	1630625165

HARYANA STATE ROADS & BRIDGES DEVELOPMENT CORPORATION LTD.

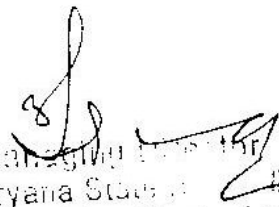
SCHEDULE V: LOANS & ADVANCES	Amount Rs. as on 31.03.2008	Amount Rs. as on 31.03.2007
Security Deposit	106700	30375
(Advances recoverable in cash or in kind)		
I.Tax / TDS A.Y. 2002-03	0	0
I.Tax / TDS A.Y. 2003-04	13933668	13933668
I.Tax / TDS A.Y. 2004-05	4415251	4415251
I.Tax / TDS A.Y. 2005-06	1147088	1147088
PMCSY TDS	2350218	2285327
TDS on Bank FDR's(2006-07)	10895149	10895149
TDS on Bank FDR's(2007-08)	971131	0
Advance for Plot (HUDA, Panchkula)	0	0
Cheque Pending Encashment	10014655	8349725
National Productivity Council	0	100000
TCS Excess payment	167153	167153
Training & Development of Engineers (CIDC)	1315293	1315293
Amount Recoverable (As per list)	53132310	23761042
Service Charges Recoverable/ Adjustable	0	0
Entries to be Identified/corrected	44781272	0
Building Construction Advance(PWD Hyna)	0	10000000
Widening & 4 Laning g.gaon Road	42700000	0
LADT Munciples Advances (As per List)	8729000	0
LADT Panchayats Advances (As per List)	7274800	0
Service Charges from Construction Work Adjustable	25593723	0
Total Rs.	227527411	76400071


Director
Haryana State Roads &
Bridges Development Corpn. Ltd.
Panchkula


Engineer-In-Chief
Haryana PWD B&R Br.
CHANDIGARH.

HARYANA STATE ROADS & BRIDGES DEVELOPMENT CORPORATION LTD.

SCHDULE VI: CURRENT LIABILITIES AND PROVISIONS	Amount Rs. as on 31.03.2008	Amount Rs. as on 31.3.2007
Sundry Creditors(As per List)	12480132	143995
Deposits Received for Development Works (As per List)	2589877679	732543337
PWD B & R Haryana	2265172757	1906478470
Haryana Industries Department	4263566	4263566
Bid & Performance Security	10721295	0
Retention Money(At Site)	60411985	0
Expenses Payable		
Audit Fee Payable	89167	63304
Internal Audit Fee Payable	15000	15000
Professional Fee Payable	45115	115
Toll (T-6 & T-4) Security Refundable	2700000	1600000
Toll Tax Adjustable	30908	30908
Advance Toll Collection	46480	46480
Retainership Charges Payable	40000	40000
Misc. Expenses Payable	24746	9580
Tax Payable	424644	229780
TCS Payable	436210	75427
Guarntee Fee Payable	106700000	
PWD B & R Building Const. Payable	8777789	
Salary Payable	30758	
Total Rs.	5062288231	264621881


 Managing Director
 Haryana State
 Bridges Dev. Corp. Ltd.
 Panchkula


HARYANA STATE ROADS & BRIDGES DEVELOPMENT CORPORATION LTD.

SCHDULE VII: MISCELLANEOUS EXPENDITURE	Amount Rs. as on 31.03.2008	Amount Rs. as on 31.03.2007
Preliminary Expenses (To the extent not written off or adjusted)	708,000	949,500
Opening Balance as per last Balance Sheet		
Add: Addition during the year		
Less: Written of during the year	241,500	241,500
	466,500	708,000
Deferred Revenue Expenditures		
Guarantee Fee of HUDCO Loans	63,112,500	0
Profit & Loss Account		
As per last Balance Sheet	666,446,485	
Add: Loss during the year	161,452,513	827,898,998
Total Rs.	891,477,998	666,446,485
		667,154,485

HARYANA STATE ROADS & BRIDGES DEVELOPMENT CORPORATION LTD.

SCHDULE VIII: INCOME	Amount Rs. as on 31.03.2008	Amount Rs. as on 31.03.2007
Toll Receipts	409,393,931	371,077,629
Other Income		
Sale of Toll Forms & Bid Documents	1,448,328	590,000
Interest on Deposits	122,633,272	87,103,153
Interest on IT Refund	0	599,044
Interest from Toll Contracts	177,614	393,787
Security Forfieted(Toll Plaza)	0	5,000,000
Misc. Income	317,000	117,406
Service Charges from Construction Work	25,593,723	
Total Rs.	559,563,868	464,881,019


 Managing Director
 Haryana State Roads & Bridges Development Corporation Ltd.
 Chandigarh


 Engineer-In-Chief
 Haryana FWD B&R Br.
 CHANDIGARH,

HARYANA STATE ROADS & BRIDGES DEVELOPMENT CORPORATION LTD.

SCHEDULE IX: ADMINISTRATIVE EXPENSES

	Amount Rs. as on 31.3.2008	Amount Rs. as on 31.3.2007
Accounting & Retainership Charges	236,544	269,376
Advertisement & Publicity	1,692,800	640,443
Audit Fee		
Statutory Audit Fee	33,708	33,708
Tax Audit Fee	11,236	11,236
Internet Expenses	45,397	86,389
Security Fees (Police)	0	342,350
Misc. Expenses	221,719	6,585
Membership & Subscription	79,752	2,600
Newspaper & Periodicals	2,080	0
Postage & Courier Expenses	62,711	8,131
Printing & Stationery	422,342	236,051
Professional Charges	141,218	145,185
Technical Consultancy Charges	8,894,313	0
Refreshment Expenses	38,942	63,650
Repairs & Maintenance (General)	937,926	118,041
Repairs & Maintenance (Computer)	122,326	0
Rates, Fees & Taxation	7,913	11,000
Telephone Expenses	110,507	181,988
Travelling & Conveyance	23,874	114,804
Taxi Hiring Expenses	409,771	0
Works Expenses incurred by Corp.		
- At BPS	2,746,716	0
- At DCTRPP	2,014,491	0
Total Rs.	18,256,286	2,271,537

HARYANA STATE ROADS & BRIDGES DEVELOPMENT CORPORATION LTD.


SCHEDULE X: FINANCIAL EXPENSES

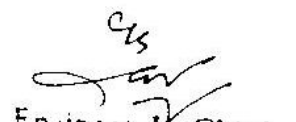
	Amount Rs. as on 31.3.2008	Amount Rs. as on 31.3.2007
Interest on Hudco loans	231,077,844	284,316,296
Bank Charges	370,502	45,501
upfront fee	0	291,824
Guarantee Fee	7,012,500	0
Total	238,460,846	284,653,621

HARYANA STATE ROADS & BRIDGES DEVELOPMENT CORPORATION LTD.

SCHEDULE XI: PERSONEL EXPENSES

	Amount Rs. as on 31.3.2008	Amount Rs. as on 31.3.2007
Salary & Wages	3,588,318	178,367
Total	3,588,318	178,367


 Director
 Haryana State Roads &
 Bridges Development Corpn. Ltd.
 47 Panchkula


 Engineer-in-Chief
 Haryana FWD BRK Br.
 CHANDIGARH,

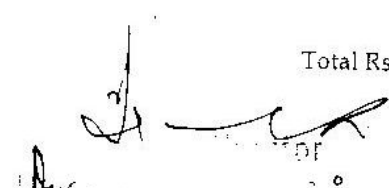
HARYANA STATE ROADS & BRIDGES DEVELOPMENT CORPORATION LTD.

List of Deposits Received for Development Works as on 31st March 2008

PARTICULARS	AMOUNT
Bridge at jagadhari paonta	14664000
Education Deptt. For I T I,s	8187000
Govt. Polytechnic Nilokheri	2980900
jail constructions	23192800
NDA Training Block, Kunjpura, Karnal	9604300
Panipat Refinery Works	10000286
PG,Regional centre Mirpur, Rewari	85200000
Rail way Deptt. Shifting of Crossing, Satnali	2000000
Residential Revenue House, Rohtak	10000
Deposit work under ASIDE Scheme	42800000
Deposit Work Health Services	7189181
Deposit Work-Ladt Municipals	44999000
Deposit Work-Ladt Panchyats	102282073
Deen Eandhu Thermal Project Y.Nagar(DCTRPP)	50000000
Cons. Boundry Wal Narnaul	278900
Const. 3MRCC Slab Nikhari	5114680
Const. Bridge NH 10 Mundal	1200000
Const. Building for Gov. College	25183000
Const. Bus Stand Kaithal	1000
Const. Chemical Lab Karnal	95000
Const. Lab & Conf. Hall Mohindergarh	3100000
Const. Lab CDL Sirsa	1002000
Const. MNSS Rai Sonapat	14500000
Const. Multipurpose Hall Pkla	0
Const. Sports Council Rohtak	571198
Const. Sports Stadium M.garh	3200000
Const. Staff Flats Hippa G,gaon	2130000
Culture Model School Sanghi	7000000
Deposi:-from BPS Kanpura Kalan	372700000
Deposi:-from HUDA for Tangri Bridge	20000000
Four Laning of Zirakpur Parwanoo NHAI	333331
Health Deptt for PHC/CHC	149138000
HL Bridge Ambal Hissar	2396912
KCC Slab Kakoria	1815797
LADT Development Works	1482517350
Mansa Devi Rail Crossinf PKL	4887000
Nurses Hostel G,gaon	376152
OFC Rewari to Jhajar,Rohtak	1800000
Parallel Line NH 10 ,Rohtak	270000
Govt. Foltech. Nathsari Sarsa	10353000
Poltech. Women Nathsari Sarsa	3675000
Polytechnic Lisana Rewari	46828000
Preparation of DPR on BOT basis	5000000
Renovation Build. Murthal Sonipat	40000
Repair Boundry Wall Fatehbad	168300
Road Cut Bhiwani	1447964
Road Cut Fatehbad	383000
Road Cut Hissar	30720
Road Cut Narnaul	646600
Road Cut Rohtak	1144879
Road Cut Sonapat	644356
Rural Dev.Authority G,gaon	600000
Shifting of Crossing, Satnali	9796000
Shivalik Dev. Board,	6400000

Total Rs.

2589877679

By: 
Bridges Dev.
Panchajanya

Engineer-in-Chief
Haryana PWD & R. Br.
CHANDIGARH,

48

LIST OF SUNDRY CREDITORS

PARTICULARS

AMOUNT

Diksa Computers	33229
Maresh Kumar Gupta	2894904
Om Parkash Chaudhary	7538176
Rajiv Singla	1538932
Fians Ram	33671
Indian Express	61537
Jai Narayn Goel (Contractor)	180000
Kastury Singh & Sons	6061
Legend Traders	23780
Prem Sagar	4723
Thoman Commercial Services	6130
Tribune Trust	28482
Sundry Creditors	2000
Veer Singh	8078
Dainik Bhasker	120429

TOTAL

12480132

LIST OF DEBTORS / AMOUNT RECOVERABLE AS ON 31ST MARCH 2008

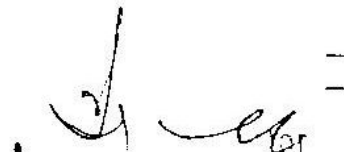
PARTICULARS


AMOUNT

Bharat Enterprises	16
Divya Stationers	2736
Jai Singh	1686
Krishan Pal Singh	2225516
Manoj Kumar	19796156
Nares Kumar Sanghi	702557
Pankaj Singla	2477412
Deva Singh (04-05)	30135
Interest Recoverable PNB Sec-22	10598
Toll Tax Recoverable (03-04, 04-05)	1400000
Prem Singla	2804367
Scott Wilson (I) Ltd	1428194
Sushila Devi	689951
Ranbir Singh Sanghi	3109660
Ranbir Singh	308709
Vikash Rajput	10949632
Umrao Singh Har Parshad	1342476
Sheesh Ram	2926622
Yatinder Mathur Architect	35820
Hindustan Motors	448285
H.T.Media	550571
Indian Express	13703
Cyber Infotech Ltd	1352
K.K.Gupta	65099
Kuljit Singh	15000
L R Kadiyal & Associates	50402
Pioneer Sales	3300
Ravinder Mohan	3010
R C Ltd	15455
Vijay Trading Co.	7000
Wapcos India Ltd	1666890
Bachiter Singh & Associates	500

TOTAL

5315


Panchkula
49


Engineer-in-Chief
Haryana PWD & R Br.
CHANDIGARH,

Schedule XII

SIGNIFICANT ACCOUNTING POLICIES, NOTES TO THE ACCOUNTS AND FINDING / ASSEPTIONS OVER THESE ACCOUNTS FORM INTEGRAL PART OF THE ASCCOUNTS AS AT 31st MARCH, 2008

I Significant Accounting Policies

(i) Basis of preparation of Financial Statements

- a) The financial statements have been prepared under the historical cost convention in accordance with the generally accepted accounting principles in India and the provisions of the Companies Act, 1956
- b) Revenue / Income and cost / expenditure are generally accounted for on accrual basis as they are earned or incurred, except in case of significant uncertainties.

(ii) Use of Estimates

The preparation of financial statements is in conformity with generally accepted accounting principles, estimates and assumptions to be made to that effect. The reported amounts of assets and liabilities on the date of the financial statements and the reported amount of revenues and expenses are recognized in the period in which the results are known/ materialized.

(ii) Fixed Assets

Fixed assets are stated at cost of acquisition / construction less accumulated depreciation

(iii) Borrowing Costs

Borrowing costs attributable to the acquisition / construction of qualifying fixed assets are capitalized. Other borrowing costs are charged to profit and loss account. Borrowing costs comprise of interest and other cost incurred in connection with borrowing of funds

(iv) Income Tax

The Income tax on Company's income is determined under the Income Tax Act 1961 and Accounting Standard 22 "Accounting for taxes on Income" issued by The Institute of Chartered accountants of India. Income Tax expenses comprises of current and deferred taxed. Current tax is determined on the assessable Income determined under Income Tax Act,

1961, at the tax applicable for the year after considering tax allowances and exemptions. Deferred tax on timing difference is determined as per the Accounting Standard 22 "Accounting for tax on Income" issued by the Institute of Chartered Accountants of India. Deferred Tax Assets are recognized and carried forward only to the extent there is virtual certainty that sufficient future taxable income will be available against which such deferred tax assets items can be realized

- (v) Depreciation is provided under the Straight Line Method at the rates Method at the rates specified in schedule XIV of the companies Act 1956 except in the case of completed estimated by the Management as follows:-

- | | | |
|----|--|----------|
| a) | Improvement of State Highways (Phase I & II) | 14 years |
| b) | Improvement of State Highways (Phase III & IV) | 13 years |

- (vii) Capital work in progress

Projects under progress are carried at cost comprising direct cost related incidental expenses interest and other financing costs payable on funds specifically borrowed to the extent they relate to the period till assets are put to use.

- (viii) Contingent Liability

Financial effects of contingent liabilities are disclosed in the accounts based on information available up to the date on which the financial statements are approved and which have material effect on the position stated in the Balance Sheet.

2 **Notes to the accounts**

- i) Toll Tax

Toll tax receipts includes Toll collection made through department and contractual Toll plazas.

- ii) During the year a sum of Rs. 233.77 Lacs has been capitalized on account of construction of office building has been shown under the Schedule of Fixed Assets and the balance amount of Rs. 87.77 lacs is payable to Haryana PWD B&R as on 31/3/2008..

- iii) The amounts under the head Share Application money represents funds received from Govt. towards counter part funding.

- iv) Pradhan Mantri Gram Sadak Yojana Scheme (PMGSY)

The corporation was the Nodel Agency for receiving the funds under PMGSY scheme but the actual funds are utilized by Haryana PWD B&R which is the executing agency for works under PMGSY Scheme. The corporation has deposited the surplus funds received under the scheme in various FDR's and the interest earned on such deposits has been added to the grant received. No Utilization Certificates has been received under PMGSY scheme from Haryana PWD B&R during the year, as well as balance is subject to confirmation.

(vi) Grant for Activisation

The Grant in Aid was received in the F.Y. 2005-06 for the following purposes:-

- | | | |
|----|--|----------------|
| a) | Setting up of Design Cell in HSRDC | Rs. 50.00 Lacs |
| b) | Strengthening of HSRDC | Rs. 50.00 Lacs |
| c) | Preparation of Project Report & Feasibility studies through HSRDC | Rs. 50.00 Lacs |
| d) | Setting up of State Academy of Research & Training & Strengthening of quality control system | Rs. 30.00 Lacs |

As per guidelines, the funds cannot be diverted towards any other purpose from the purpose as specified above and it can be utilized by the corporation as and when required. No. utilization certificate has been provided under the head of expenses incurred.

(vii) Local Area Development Tax

The Haryana Panchayat and Urban Development Department, has deposited funds under LADT scheme for Construction / repair / maintenance of Rural & urban Link Roads in the state. The execution of work has been carried forward through Haryana PWD B&R. No utilization certification has been received from PWD B&R during the year. Interest earned on such utilized funds held by the Corporation are retained as the income of the Corporation.

- (viii) The small scale undertaking to whom amount outstanding for more than 30 days is Nil. The information has been compiled to the extent they could be identified as small scale ancillary undertaking on the basis of information available with the company.

- (ix) In the opinion of the Board, the current Assets, Loans & Advances are approximately of the value stated if realized in the ordinary course of Business. The Provision for all known liabilities is adequate and not in excess of the amount considered reasonably necessary.
- (x) A sum of Rs. 42.63 Lacs is payable to industries Department for setting the amounts with HUDCO & HFC and the same has been shown under the Head Current Liabilities.
- (xi) Previous Year Adjustment
Expenses relating to previous years have been charged to the Profit & Loss account below the line.
- (xii) Sundry debtors have not been classified below and above six months Therefore during the year no provision for doubtful debts has been provided.
- (xiii) During the year no expenses have been paid / booked to the Directors of the Corporation.
- (xiv) Deferred Tax assets has been recognized during the year as well s previous year in view of recurring losses. However, the management is reasonably certain of sufficient future taxable income against which the identified tax against deferred tax asset shall be realized.
- (xv) Contingent Liability
Disputed Tax Matters in Appeal Rs. 259.78 Lacs
- (xvi) Additional information required under Schedule VI of the Corporation Act 1956.
- (xvii) Additional information required under Schedule VI of the Companies Act 1956.
 - (a)Particulars of Employees Number Salary Allowances and other perks:-
 - i)Employees whose remuneration is Rs. 6.00 Lacs or more per year -NIL
 - ii)Employees whose remuneration is Rs. 0.50 Lacs or more per year –NIL
 - (b) Quantitative Information –NIL.
 - (c) Value of goods imported during the year –NIL
 - (d) FOB value of foreign exchange earning during the year –NIL.

3. **Findings / Observations and Assumptions**

(i) **HUDCO Loans**

In HUDCO Loans (Phase I & II) 16648 the balance is yet to be reconciled.

(ii) **SHARE APPLICATION MONEY**

(a) An amount of Rs. 8.34 Crore has been transferred from PWD B&R Account to Share application Money on the basis of comments by the AG Auditors in the Financial Statements of Financial Year 2006-07.

(b) As on 31/3/2008 share Application money of HSRDC is Rs. 72.04 crore but authorized Share Capital is Rs. 50.00 Crore. Corporation has got approval from Govt. to increase Authorized share Capital from Rs. 50.00 crore to Rs. 125.00 crore on dated 29/12/2008. Application to increase, Authorized Share Capital from Rs. 50.00 crores to Rs. 125.00 crores is filed to Ministry of Corporate affairs on 02/01/2009.

(iii) **Deposits work in progress at site i.e. BPS Mahilawishvidyalaya, Khanpur Kalan, DCRTTP Yamuna Nagar and Bridge o Tangri Nadi.**

No books of accounts produced for checking and verification. Unsigned Trial Balance has been given for preparation of Balance Sheet. I can not comment whether the Trial Balance is prepared as per books of accounts and Balances taken in the Balance sheet are correct or not.

(iv) **Prime Minister Gram Sadak Yojana (PMGSY)**

Balance as on 31st March 2008 appeared in the Balance Sheet 66.21 Crore. No utilization certificates was available in the record. Hence, the balance appeared in the balance sheet is subject to conformation.

(v) **Cash in Hand**

As on 31st March 2008 cash in hand in the Corporation Books was Rs. 5410/- and at site Bridge over Tangri Nadi was Rs. 3224/-. No certificates made available of its physical balance in confirmation as on date.

(vi) **Bank Balances & Fixed Deposits in Banks**

In few cases certain Banks Account Balances are appear as credit balances. For the Balance sheet purpose net of debit and credit balance has been taken as final balance as on 31st March 2008.

(vii) Accrued interest

Amount of Rs. 29.03 Lacs has been provided as accrued interest as on 31st March 2008 on the basis of certificates.

(viii) Income Tax of earlier years

The Corporation has to receive Income Tax Refund from Financial year 2003-04 to 2007-08 amounting to Rs. 4.26 Crore. As per record I had checked it is still recoverable and taken in the Balance Sheet.

(ix) Cheque pending for encashment

Amount of Rs. 14,655/- still pending under the head as a recoverable from the bank and appearing in the Balance Sheet. It should be recovered from the concern bank.

(x) Un-identified entries

Following Balances are subject to identification and to be classified to concerned head. The details are given below:-

Head	Debit	Credit	Net Balance appear in the Balance Sheet
Entries to be identified / corrected	81634272/-	36853000/-	44781272/- (debit)

(xi) LADT Municipal and LADT Panchayat deposits

In the books it appears that certain LADT Municipal / Panchayat deposits have debit balances are subject to confirmation as on 31st March 2008.

(xii) Guarantee Fee of HUDCO Loans

Guarantee fee of loans taken from HUDCO by the Haryana Govt. is Rs. 11.22 Crore has been accounted for in the books. In Balance Sheet it has been appeared on pro-rata basis over the life of the loans repayment. The average period of repayment has been taken 16 years.

(xiii) Service Charges from Construction Work

Service charges of the Construction project works are charged by the Corporation @ 5% of work in progress at BPS Vishwavidhyalya Khanpur Kalan, DCRTTPP, Yamuna Nagar and Construction of Bridge over Tangri Nadi, Ambala

(xiv) Balances of PWD B&R Haryana and Haryana Industry Department

An amount of Rs. 226.51 Crore and Rs. 0.43 Crore appear in the Balance sheet as payable on 31st March 2008. it is subject to reconciliation and confirmation.

(xv) Bid and Proforma Securities

Bid and Proforma security is consolidated under the head Bid and proforma security in the Balance Sheet.


(xvi) Expenses booked in the books of accounts

Expenses incurred have been taken on the basis of bank transactions.

(xvii) Depreciation

Depreciation on fixed assets has been provided fully. Building is not put to use during the F.Y. 2007-08, hence us depreciation is provided for it.


Managing Director
Haryana State Roads &
Bridges Dev. Corpn. Ltd.
Panchkula

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Engineer-In-Chief
Haryana PWD B&R Br.
CHANDIGARH,

AGENDA ITEM NO. 34.16

TO CONSIDER AND APPROVE THE PAYMENT OF HOUSE RENT ON ACCOUNT OF HIRING RESIDENTIAL ACCOMMODATION.

The Corporation is not having its own residential accommodation for its employees at any place. The employees of the Corporation have to take the residential accommodation on lease basis. It is proposed that ceiling limits for rent for hiring of residential accommodation as applicable in NHAI may be adopted for the employees of this Corporation. The ceiling limits of rent fixed by NHAI are reproduced as under:-

Pay Band	Grade Pay	Ceiling Limit			License Fee		
		A-I City	B City	C City	Unclassi-fied	Self lease	Authority lease
80000 (fixed)	-	32000	20000	14000	12000	6420	1290
37400-67000	12000	31600	19800	13900	11900	6420	1290
37400-67000	10000	26400	16500	11600	9900	5170	1040
37400-67000	8900	23400	14700	10300	8800	4530	910
37400-67000	8700	23100	14500	10200	8700	4450	890
15600-39100	7600	18700	11700	8200	7100	3500	700
15600-39100	6600	18300	11500	8000	6900	3400	680
15600-39100	5400	17800	11200	7800	6700	3280	660
9300-34800	5400	16100	10100	7100	6100	2750	550
9300-34800	4800	15900	9900	7000	6000	2690	540
9300-34800	4600	15800	9900	7000	6000	2670	540
9300-34800	4200	15600	9800	6700	5900	2630	530
5200-20200	2800	9200	5800	4100	3500	1550	310
5200-20200	2400	9100	5700	4000	3400	1510	310
5200-20200	2000	8900	5600	3900	3400	1470	300
5200-20200	1900	8900	5600	3900	3400	1460	300
5200-20200	1800	8800	5500	3900	3300	1540	290

The Board is requested to consider and approve the same.

AGENDA ITEM NO. 34.17

TO TAKE NOTE OF THE UTILISATION OF RS. 1.80 CRORE

The Corporation had received the Funds to the tune of Rs. 180.00 lacs from the Government to spend on the projects which have been utilized as under:-

	<u>Received</u>	<u>Utilized</u>
i) Setting up of design cell	Rs. 50.00 lacs	Rs. 7.08 lacs.
ii) Strengthening of HSRDC	Rs. 50.00 lacs	Rs. 50.00 lacs.
iii) Preparation of project report & Feasibility studies through HSRDC.	Rs. 50.00 lacs	Rs. 17.81 lacs.
iv) Training & Strengthening of Quality Control System	<u>Rs. 30.00 lacs</u>	<u>Rs. 5.17 lacs.</u>
	<u>Rs. 180.00 lacs.</u>	<u>Rs. 80.06 lacs.</u>

The Corporation had received these funds during the year 2005-06.

The Board is requested to take note of the same.

AGENDA ITEM NO. 34.18

TO CONSIDER AND APPROVE THE BID DOCUMENT FOR TOLL COLLECTION.

The bidding document for the toll collection has been prepared keeping in view the bid documents of Rajasthan, NHAI etc. The bid document has been got examined from the Chief Accounts Officer & Legal Cell of PWD (B&R). It has also been examined by the E.I.C. PWD (B&R) and M.D. (HSRDC). The bid document is placed below for perusal of the Board.

The Board is requested to approve the same.

HARYANA STATE ROADS & BRIDGES DEVELOPMENT CORPORATION LTD.

BIDDING DOCUMENT FOR

**FRANCHISING TOLL COLLECTION
AT
TOLL POINT ON _____**

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

HARYANA STATE ROADS & BRIDGES DEVELOPMENT CORPORATION LTD.

BIDDING DOCUMENT FOR

**FRANCHISING TOLL COLLECTION
AT
TOLL POINT ON _____**

Issued to Shri/M/s

Address:

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

**FRANCHISING TOLL COLLECTION AT TOLL POINT ON
BAHADURGAH-JHAJJAR-DADRI-LOHARU-PILANI ROAD NEAR
RAJASTHAN BORDER FOR A PERIOD OF ONE YEAR**

I N D E X

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SECTION-1

Haryana State Roads and Bridges Development Corporation Ltd.

(A State Government Undertaking)

Boy No.13-14, Sec.2 Panchkula (Haryana) Tel. No. 0172-2585266

Bid No. 75/HSRDC/09

Dated: 2.1.2009

TENDER NOTICE

Sealed bids are hereby invited in the office of M.D., HSRDC for the Toll fee for a period of one Year for toll points mentioned as below:-

Sr No.	Name of Toll Facility & contract No.	Bid Security (in laes)	DATE & TIME OF			
			Pre Bid Meeting	Submission Sale of Bid	Opening of Technical Bid	Opening of Price Bid
1.		Rs.				

2. For further details please see the website at www.hsrdc.in & www.haryanapwd-bandr.org or contact the undersigned.

Sd/
Deputy General Manager (I)

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 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:

- a) **For partnership Firm or a Public Limited Company or a joint venture or Consortium of such Companies.**
 - i) Property certificate for minimum value of Rs. _____ 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. _____. However value of property and bank balance can be combined for achieving minimum value of Rs. _____.
 - ii) Income Tax clearance certificate last year income tax statement.
 - iii) 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.
 - iv) Partnership Deed/Joint Venture Agreement. Certificate of company.
 - 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.
 - vi) Power of Attorney of the authorized signatory to sign the bids and also to enter into negotiations/communications with the Corporation.
- b) **For individuals**
 - i) Property certificate for minimum value of Rs. _____ 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. _____. However value of property and bank balance can be combined for achieving minimum value of Rs. _____.

- ii) The bidder should produce a copy of income tax clearance certificate income tax statement filed for the last one year and in case of non-income tax payee such as agriculturist, an affidavit in this regard may be submitted.
 - iii) 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.
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 bids and have purchased bid documents will be held on _____ at _____ in the Office of Managing 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 COLLECTION OF FEE:**
- (i) The bidder is advised to visit the Fee collection Plaza(s) and/or Fee collection Booth(s), 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 for which fee is to be collected. The successful bidder will not be entitled to (a) close and (b) demand closure by any Corporation whatsoever, of any such entry. Thus, the bidder recognizes that all tollable 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 90 days from the last date of submission of bids.

8. **The Bid**

Technical and financial bids shall be submitted in duplicate in separate sealed Envelopes, kept in an outer Envelope duly sealed signed and marked with the title of the bid i.e. Bid for franchising toll collection at toll point on _____ Contract No. and name/address of the party submitting the bid. The details of the bids shall be as follows: -

8.1 **Envelope 1: Technical Bid**

- a) **For partnership Firm or a Public Limited Company or a joint venture or Consortium of such Companies.**

- (i) Property Certificate for minimum value of Rs. _____ obtained from Mandal Revenue Officers, solvency, bank deposits etc. or turn over of Rs. one crore only attested from C.A..
- (ii) Bid security of Rs. _____ (**Rupees _____ only**) in the form of Bank Guarantee from the Nationalized Bank ICICI/ HDFC/ UTI/ IDBI Bank or FDR of nationalized banks pledged in favour of Managing Director, HSRDC along with the certificate of the concerned Bank Manager that the FDR can be encashed at any time by the Managing Director, HSRDC which shall be valid up to 90 days beyond the validity of bid or 180 days from the date of tender.
- (iii) Past Experience of execution of works or collection of toll.
- (iv) Income Tax Clearance Certificate/Income tax statement filed for the last year.
- (v) Draft of Rs. 10,000/- if tender documents downloaded from the Internet.
- (vi) Partnership Deed/Joint Venture Agreement /Certificate of company.
- (vii) 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.
- (viii) Power of Attorney of the authorized signatory to sign the bids and also to enter into negotiations/communications with the Corporation.
- (ix) Affidavit from the bidder that there is no criminal case filed against him for over charging of toll rates.

b) For individuals

- i) Property Certificate for minimum value of Rs. _____ obtained from Mandal Revenue Officers, solvency, bank deposits etc.
- ii) Past Experience of execution of works or collection of toll, if any.
- iii) Bid Security of Rs _____ (**Rupees _____ only**) in the form of Bank Guarantee from the Nationalized Bank ICICI / HDFC/ UTI/ IDBI Bank or FDR of any nationalized Bank pledged in favour of Managing Director, HSRDC along with the certificate of the concerned Bank Manager that the FDR can be encashed at any time by the Managing Director, HSRDC which shall be valid up to 90 days beyond the validity of bid or 180 days from the date of tender.

The bidder should produce copy of income tax clearance certificate-income tax statement filed for the last one year and in case of non-income tax payee such as agriculturist, an affidavit in this regard may be submitted.

- iii) Draft of Rs. 10,000/- if tender documents downloaded from the internet.
- iv) Affidavit from the bidder that there is no criminal case filed against him for over charging of toll rates.
- v) Income Tax clearance certificate income tax statement filed for the last year.

8.2 **Envelope 2 : 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 Bank Guarantee from the Nationalized Bank / ICICI / HDFC / UTI / IDBI Bank or FDR of nationalized banks pledged in favour of Managing Director, HSRDC along with the certificate of the concerned Bank Manager that the FDR can be encashed at any time by the Managing Director, HSRDC which shall be valid up to 90 days beyond the validity of bid or 180 days from the date of tender.
- 9.2 The bid security of un-successful bidders will be returned by the HSRDC without any interest with in 15 days of expiry of the validity of bids or after the highest bidder enters into Agreement with the HSRDC which ever 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 (90 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. @ 2.266 % 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 as per provision in agreement.

- 9.5 HSRDC may at its discretion, extend the deadline for submission and opening of bids by issuing addendum.
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 through Registered post or handed over personally in the office of Managing Director HSRDC, Panchkula up to _____ at _____ hours. Bids received after due date-time will not be accepted.
12. **Bid evaluation**
Following procedure will be adopted for evaluation of bids:
- 12.1 **Opening of technical bid**
Envelope No. one (1) containing the Technical Bid shall be opened in the office of **Managing Director, HSRDC** at _____ on _____ by tender opening committee constituted by M.D. (HSRDC) and the contents shall be cross-checked to establish the responsiveness of the Bidder. The bids which meet the criteria for responsiveness, shall be evaluated further for their technical qualification, managerial capability, financial strength, and experience of bidder to manage toll collection at toll facility.
- 12.2 **Opening of the price bid**
Envelope two (2) of technically qualified bidder will be opened by **Tender Opening Committee of HSRDC** on the same day at **1300 hours or earlier with the consent of the bidders** in the presence of those bidders or their authorized representatives who intend to be present during the process of said bid opening.
Where there is any discrepancy between the amounts in figures and in words, the amount in words will prevail.
- 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. 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 of 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. 31st of March, 30th of June, 30th of September & 31st 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 Bank Guarantee of Nationalized Bank/ ICICI / HDFC / UTI/ IDBI Bank or FDR of nationalized banks pledged in favour of Managing Director, HSRDC along with the certificate of the concerned Bank Manager that the FDR 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 of should be adjusted towards the security deposit, he will have to get the Bank Guarantee 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.

- (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 of one year or extended period.

15. **Deposit of first installment**

Entrepreneur/bidder shall be required to deposit first installment (and 2nd installment also, if applicable as per Note given below) in advance of Rs. _____ only alongwith T.C.S @ 2.266% 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 1st & 2nd installments alongwith TCS @ 2.266% 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 (& 2nd installment also, if applicable as per clause: 15) in advance alongwith T.C.S @ 2.266% 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 st (2 nd also, if applicable as per Note)	+ TCS @ 2.266% or as applicable from time to time	Within 21 days of issue of letter of acceptance
Balance monthly installments except last.	+ TCS @ 2.266% or as applicable from time to time	Every 1 st date of that month
Last Installment	+ TCS @ 2.266% or as applicable from time to time	1 st 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 toll point on Bahadurgarh-Jhajjar-Dadri-Loharu-Pilani Road near Rajasthan Border where toll is proposed to be collected.
9. **Bank:** Means any Nationalized Bank/ ICICI / HDFC/ UTI/ IDBI Bank.

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 of _____ 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 @ 2.266% or as applicable from time to time.

3. I/We will deposit first installment (2nd installment also, if applicable as per Note given below) in advance of Rs. _____ only alongwith T.C.S @ 2.266% 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 1st & 2nd installments alongwith TCS @ 2.266% or as applicable shall have to be deposited in advance within 21 days from the date of issue of letter of acceptance (& 2nd 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 (90 days) 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:

Registered Speed post

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 _____ for a consideration of Rs. _____ (Rs. _____ only) now called **Contract amount plus T.C.S. @ 2.266% 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 one year payable by you is Rs _____ (Rupees _____) plus T.C.S. @ 2.266% or as applicable from time to time.
2. An amount of Rs. _____ (15% amount of contract amount of one 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 1st installment (& 2nd installment also if applicable as per Note below) in advance of Rs. _____ (Rupees _____ only) alongwith T.C.S @ 2.266% or applicable from time to time 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 1st & 2nd installments alongwith TCS @ 2.266% 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 st (2 nd also, if applicable as per Note)	_____ + TCS @ 2.266% or as applicable from time to time	Within 21 days of issue of letter of acceptance.
Balance monthly installments except last.	_____ – TCS @ 2.266% or as applicable from time to time	Every 1 st date of that month.
Last Installment	_____ + TCS @ 2.266% or as applicable from time to time	1 st 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	Advance post dated cheque		Name of Bank
installment	No. & date	Amount	
2 nd			
3 rd			
4 th			
5 th			
6 th			
7 th			
8 th			
9 th			

10th11th12th

In case the entrepreneur / Agent fails to deposit the installment by due date i.e. by 1st 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. 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.
4. The consideration fixed for your contract entitles you to charge toll from motor vehicles specified in the schedule passing at **toll point on** _____ at the rates indicated in the schedule appended in the bid documents.
5. After payment of security deposit and 1st installment alongwith T.C.S. @ 2.266% or as applicable from time to time you are required to execute and sign contract agreement with HSRDC within a period of 21 days also counted from the date of issue of this letter.
6. Failure on your part to deposit Security deposit and First installment in advance alongwith T.C.S. @ 2.266% 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.

7. 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.
8. 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 a timing deemed to be 0.00 hours.

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

NOTE :

- a. All payments by Bank Drafts should be payable at Panchkula on any Nationalized Bank/ ICICI / HDFC / UTI / IDBI Bank in favour of Managing Director, Haryana State Roads & Bridges Development Corporation Limited which shall be legally binding on you and shall remain operative.
- b. If the last prescribed date for any purpose happens to be a holiday, the prescribed date stands extended to next working day automatically.
- c. Any date prescribed would mean working hours between 9.00 am to 5.00 p.m.

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 "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 _____.

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 Tol. 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. @ 2.266% 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. 31st of March, 30th of June, 30th of September & 31st of December.

AND WHEREAS, the Entrepreneur Agent in pursuance to the terms and conditions of the contract has deposited with the HSRDC Rs. _____ only as Security Deposit for the due observance and performance of the terms and conditions herein contained.

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 _____.

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 of _____ 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-I) in advance of Rs. _____ only alongwith T.C.S. @ 2.266% or as applicable from time to time.

Note-I – If the days of that month counted from the date of start of toll are less than Ten, then the 1st & 2nd installments alongwith TCS @ 2.266% 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 st (2 nd also, if applicable as per Note)	_____ – TCS @ 2.266% or as applicable from time to time	Within 21 days of issue of letter of acceptance
Balance monthly installments except last.	_____ – TCS @ 2.266% or as applicable from time to time	Every 1 st date of that month
Last Installment	_____ – TCS @ 2.266% or as applicable from time to time	1 st date of last month of Agreement period.

AND WHEREAS, the Entrepreneur/Agent hereby agrees that all the above mentioned installments alongwith T.C.S. @ 2.266 % 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. @ 2.266 % 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

2 nd	
3 rd	
4 th	
5 th	
6 th	
7 th	
8 th	
9 th	
10 th	
11 th	
12 th	

In case the entrepreneur / Agent fails to deposit the installment by due date i.e. by 1st 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 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 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/Agent shall install appropriate reflective boards of size 6'x 3' of the quality and design, approved by the Managing Director, HSRDC on the approaches of the fee collection gates permanently showing the presence of fee collection gates, at least at two places in each direction, and shall maintain them in good condition during the entire period of this agreement.**
13. **The Entrepreneur/Agent shall display a table of fees in a conspicuous place near the fee collection gate, on both sides of toll point, legibly written or printed in English, Hindi and the regional language of the area. The name,**

address and telephone number if any of In-charge of fee collection shall be displayed on the top of said table.

14. 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 Project Director on such matter shall be final and binding.
15. The Entrepreneur/Agent shall furnish to the Managing Director, HSRDC such information as may be required for all categories of employees employed by him.
16. 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.
17. 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.
18. 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.

19. 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.

20. DIVERSIONS:

- (a) The Contractor has surveyed the said Section of the National Highway 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 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.

21. 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.

22. 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 Project 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 Project 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.

23. 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.

- (a) 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.

24. 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 ever 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. The other current works will also be liable to be terminated without any separate hearing or representation on this issue.

25. OPERATIONAL TRANSPARENCY:

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

- 26 (a) The Contractor undertakes the responsibility of the complete job of fee collection, maintenance of all records, maintaining the cleanliness of fee 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 30 seconds 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 Project Director on all operational matters including on deployment of the personnel for the purpose of this Contract.

27. 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.

28. 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, not withstanding anything contrary contained in any of the Clauses in this Contract.

29. 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.

30. 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.

31. 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.

32. **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.

The Entrepreneur/Agent will give receipt to respective payee for the amount of toll received.

33. 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.

34. 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.

35. **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.

36. **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.

37. **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.

38. 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.

39. 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 any one 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.

40. 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, Engineer-in-Chief, Haryana PWD B&R 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.
41. 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.
42. The Entrepreneur/Agent shall bear and pay the stamp duty in respect of this agreement as per stamp act 1899.
43. 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.
44. The Entrepreneur/Agent shall also perform the duties and functions as appended here in after under this head.

45. 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 Managing Director, with seal	Signature of Entrepreneur / Agent with seal
Name:-	Name of Entrepreneur Agent:-

Designation:- 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

1. _____
2. _____

Signature, Name & Address of witnesses

1. _____
2. _____

SECTION-7**SCHEDULE OF TOLL RATES**

Sr. No.	Particulars of vehicles	Existing rates
1.	Trucks (laden with goods or unladen) Canters/multi axled vehicles/dozers and earth movers etc.	Rs.150/- per trip including return journey
2.	Buses/mini buses with Stage Carriage Permits	(i)Rs.150/- per trip, for single trip including return journey. (ii)Rs.225/- for daily pass. (iii)Rs.4500/- for monthly pass
3.	Buses/mini buses with Contract Carriage Permits	Rs. 150/- 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. 225/- 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/Agent shall install appropriate reflective boards of size 6'x 3' of the quality and design, approved by the Managing Director, HSRDC on the approaches of the fee collection gates permanently showing the presence of fee collection gates, at least at two places in each direction, and shall maintain them in good condition during the entire period of this agreement.
18. The Entrepreneur/Agent shall display a table of fees in a conspicuous place near the fee collection gate, on both sides of toll point, legibly written or printed in English, Hindi and the regional language of the area. The name, address and telephone number if any of In-charge of fee collection shall be displayed on the top of said table.

In witness thereof the parties hereto set their respective hands and seals on the _____ day of _____ Month and year _____ in the presence 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) Duplicate receipt for the amount paid by the owners/drivers of the vehicle
- (ii) Register showing the daily collection of toll fee of different toll rates on different booths.
- (iii) Register showing the amount of fee collected every day in a particular month.
- (iv) Statement showing the details of fee collected and expenditure incurred by agency, on monthly basis.
- (v) 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

Specimen form of receipt to be issued for collection of toll

Receipt for payment of toll fee

Toll Facility Toll point on _____

Location of Toll Point _____

 Date UP

 Time Down

- 1. Description of vehicle with Registration number
- 2. Amount of fee paid

Signature of fee Inspector
(Seal of Agent)

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 on _____ (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 _____ 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 (90 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. @ 2.266% 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, and address]

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**
_____ *[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 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]*¹ 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.

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 _____

AGENDA ITEM NO. 34.19

TO CONSIDER AND APPROVE THE REMUNERATION OF STATUTORY AUDITORS.

The shareholders in its Annual General Meeting held on 29.09.2008 had approved the appointment of M/s Bansal Moza & Associates as statutory auditors of the Corporation for the financial year 2007-08 duly appointed by the Comptroller & Auditors General of India and authorized the Board of Directors to fix the remuneration of the statutory auditors for the financial year 2007-08.

The remuneration for the financial year 2006-07 was paid to the tune of Rs. 30,000/- plus service tax to M/s Bansal Moza & Associates for conducting the statutory audit and Rs. 10,000/- plus service tax for tax audit.

It is proposed that the same remuneration for statutory audit and tax audit may kindly be considered and approved.