



**West Bengal Highway Development Corporation Ltd
(A Wholly Owned Company of Government of West Bengal)**

Notice Inviting E-Bid

FOR

“Collection of User Fee on BK Expressway in the District of North 24 Pgs and Nadia (KM- 0.00 TO KM 34.542) at existing User Fee Collection Plaza at:-

- i) Gates No-1 near Muragacha More**
- ii) Gate No-2 near Wireless More and**
- iii) Gate No-3 near Kampa**

NIT No. : WBHDCL/CGM/eNIT-04/2017-18

OPEN TO ALL QUALIFIED BIDDERS AS PER E-NIB DOCUMENT

By E Tendering Mode

**West Bengal Highway Development Corporation Limited
(A Wholly Owned Company of Government of West Bengal)
4th & 5th Floor, HRBC Bhawan, Munsi Premchand Sarani, Kolkata – 700021
Phone: 033-2262 5267 / Fax: 033- 2262 5266**

25th September - 2017

Disclaimer:

The information contained in this Notice Inviting BID (the “NIB”) or subsequently provided to Bidder(s), whether verbally or in documentary or in any other form by or on behalf of the West Bengal Highway Development Corporation Limited (WBHDCL) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this NIB and such other terms and conditions subject to which such information is provided.

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

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

WBHDCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this NIB or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the NIB and any assessment, assumption, statement or information contained therein or deemed to form part of this NIB or arising in any way for participation in this Bid.

WBHDCL also accepts no liability of any nature whether resulting from negligence or otherwise whatsoever, caused arising from reliance of any Bidder upon the statements contained in this NIB.

WBHDCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this NIB.

The issue of this NIB does not imply that WBHDCL is bound to select a Bidder or to appoint the Selected Bidder or Contractor, as the case may be, for the Project and WBHDCL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

Note: The term NIB includes e-NIB.

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1. INTRODUCTION

1.1 BACKGROUND

1.1.1 **Barrackpore Kalyani Expressway** (BK Expressway) is one of the major road that enhances accessibility between Kolkata city and its outlying areas and which is vital for promoting the process of economic growth in the State. BK Expressway links the network of Highways viz. NH-34 & NH-35 in the north-east and NH-2 & NH-6 in the West and South-West. Out of the 40.174 KM of road length of BK Expressway, 34.834 KM of two lane carriageway from Muragacha in the South to Kalyani (Budha Park) in the North is already functioning as User Fee (toll) road. The BK Expressway, when finally completed, is supposed to connect Kalyani area and NH-34 to the Belghoria Expressway in the South and connection to the Belghoria Expressway would link this corridor to NH-6 and NH-2 via second Vivekananda Bridge, renamed as Nivedita Setu. This corridor serves as a major regional traffic corridor.

1.1.2 Chief General Manager, WBHDCL invites e - NIB for the following User Fee Collection gates detailed in the table below from the intending bidders for Collection of User Fee for a period of 1(one) year from 10:00 AM of 30th December 2017

Sl. No	Name of the work	Base Price per day in Rupees	Earnest Money Deposit (Bid Security) in Rupees	Period of Contract	Eligibility of Contractor
1	Collection of User Fee on BK Expressway in the District of North 24 Pgs and Nadia (KM-0.00 TO KM 34.542) at existing User Fee Collection Plaza at:- i) Gates No-1 near Muragacha More ii) Gate No-2 near Wireless More and iii) Gate No-3 near Kampa More	2,51,251/- (Rupees Two Lakhs Eighty Two Thousand Four Hundred Sixty Six only)	18,34,,000/- (Rupees Eighteen Lakhs Thirty Four Thousand only)	1 (one) year.	A Bonafide and resourceful contractors having experience in Collection of User Fee from vehicular traffic plying over bridge/ road and submission of User Fee Collection charges to the any State Public Works Department or Highway Development Corporation/ Authority NHAI having total annual collection for not less than C6 Crores (Rupees Six Crores Only) in a single contract for Collection of User Fee charges for within last 5 (Five) years ending on 31/03/2017. In case of a partnership, the partner having the highest profit sharing ratio must possess 60% of Experiences from User Fee collection.. In case of a partnership, the partner having the highest profit sharing ratio must possess 60% of Experiences from User Fee collection

1.1.3 Collection of User Fee shall be at the location mentioned above only. The Bidders are advised to note these conditions before bidding.

1.1.4 The User fee will be collected according to the rate prescribed by WBHDCL in the following table:-

Sl No	Particulars	Proposed rate (in ₹)	
		One Way	Both way
1.	Motorised Van	15	20
2.	Car/Jeep/Van/Taxi/Mini Bus/Tractor without trailer	15	20
3.	Full bus/ LCV (Mini Truck)	30	50
4.	2 – Axle Rigid Truck	30	50
5.	Tractor with trailer	40	60
6.	3 – Axle Rigid Truck	60	100
7.	Multi – Axle Rigid Truck/Truck – Trailer (Artic/Semi-artic)	120	200
8.	The list of exempted vehicle (Zero user fee vehicles) is enlisted in table below vide Annexure-A.	0	0

2. INSTRUCTIONS TO BIDDERS

2.1. General Terms of Bidding

- 2.1.1 For e-Filing, intending bidder may download the bid document from the website directly with the help of Digital Signature Certificate and necessary cost of bid document may be remitted through Demand Draft /Pay order issued from any nationalized bank in favour of “**West Bengal Highway Development Corporation Limited**” and same may be documented along with Earnest Money Deposit (Bid Security) through e- Filling.
- 2.1.2 For online submission of bid the Earnest Money Deposit (Bid Security) should be deposited to this office physically with application in the letter head of the organisation under sealed cover before technical bid opening along with all other relevant documents mentioned in subsequent paragraphs. Bid accepting authority will not be held responsible for late delivery or loss of the Demand Draft in transit. Any bid without such Demand Draft/Pay order shall be treated as informal and shall automatically stand cancelled. Technical Bid & Financial Bid both will be submitted concurrently duly digitally signed, in the Website <http://etender.wb.nic.in>. Bid document may be downloaded from website & submission of Technical Bid/Financial Bid as per Tender Schedule stated.
- 2.1.3 The Bid shall consist of Annual Remittance to be quoted by the Bidder payable to WBHDCL, as per the terms and conditions of this NIB and provisions of the Contract Agreement. **The base rate mentioned is highly indicative and bidders may quote the annual remittance above the base price.**
- 2.1.4 Any condition or qualification or any other stipulation contained in the bid shall render the bid non-responsive.
- 2.1.5 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

- 2.1.6 The documents submitted by the Bidders should be properly indexed.
- 2.1.7 Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of the Bid. The provisions of this Clause shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders and WBHDCL will not return to the Bidders any Bid document or any information provided along therewith.
- 2.1.8 (a) No bidder shall submit more than one bid for a project. In case of violation of this clause the bid shall be declared non-responsive.
- (b) This NIB is non - transferable.

2.1.9 **SECTION- A** - General guidance for e-Tendering

- i) Instructions/ Guidelines to tenderers for electronic submission (online submission) of the tenders have been annexed for assisting the bidder to participate in e-Tendering.

ii) Registration of Bidder

Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system; through logging on to <https://etender.wb.nic.in> the bidder is to click on the link for e-Tendering site as given on the web portal.

iii) Digital Signature Certificate (DSC)

Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount; details are available at the Web Site stated in Clause 2 of Guideline to tenderer. The said DSC is given as a USB e-Token. Where an individual person holds a digital certificate in his own name duly issued to him against the company or the firm or as the case may be, of which he happens to be a director or partner or member, such individual person shall, while uploading any tender/ bidder for and on behalf of such company or firm or as the case may be invariably upload a copy of registered power of attorney showing clear authorization in his favour, by the rest of the directors of such company or the partners of such firm or member, to upload such bidder. The power of attorney shall have to be registered in accordance with the provisions of the registration act,

- iv) The contractor can search & download NIB & Bid Documents electronically from computer once he logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

v) Submission of Tenders

General process of submission, Bid is to be submitted through an online procedure to the website stated in Clause 2 in two folders at a time for each work, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC) the documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats) and also The hard bound copy of the technical bid in original and a copy of same should reach to address "West Bengal Highway Development Corporation Limited, HRBC Bhavan, 4th & 5th Floor, Munshi Premchand Sarani, Kolkata -700021 by the specified closing date of submission.

A. Technical Proposal

The Technical proposal should contain scanned copies of the following :

- a) Application (Sec-B, Form – I) duly filled in a letter head.
- b) *Scan Copy of Demand Draft/ Pay order of Tender Fee of ₹ 10, 000/- as prescribed in the NIB against the work in favour of “**West Bengal Highway Development Corporation Limited**” payable at Kolkata.
- c) *Scan Copy of Demand Draft/Pay order towards Earnest Money Deposit (Bid Security) as prescribed in the NIB against the work in favour of “**West Bengal Highway Development Corporation Limited**” payable at Kolkata.
- d) Structure and organization (Sec-B, Form – II)
- e) Registration Certificate under Companies Act and any other relevant Act. (if any) supported with Memorandum & Article of Association of the organization.
- f) Power of Attorney as per format provided in Sec-B, Form – III along with board resolution/any other relevant documents.
- g) Experience profile (Sec-B, Form – IV) supported with
 - i. Contract/Lease Deed with the PWD/ Any State Highway Development Corporation/ NHAI under an act of Central or State Government for user fee collection.
 - ii. Experience Certificate issued by the officer not less than the rank of Executive Engineer/ Project Director of any State Govt or NHAI for Collection of User Fee from vehicular traffic plying over bridge/ road and submission of User Fee Collection charges to the any State Public Works Department or Highway Development Corporation/ Authority or NHAI having total annual collection for not less than C6 Crores (Rupees Six Crores Only) in a single contract for Collection of User Fee charges for within last 5 (Five) years ending on 31/03/2017. In case of a partnership, the partner having the highest profit sharing ratio must possess 60% of Experiences from User Fee collection.. In case of a partnership, the partner having the highest profit sharing ratio must possess 60% of Experiences from User Fee collection
- h) NIB (Download & upload the same Digitally Signed). Quoting rate will only encrypted in the B.O.Q. under Financial Bid. In case quoting any rate except in BOQ the bid liable to summarily rejected
- i) Professional Tax (PT), Registration Certificate ,Pan Card, Income Tax Return for the Financial Year 2016-17, Goods & Services Tax Registration Certificate.
- j) Annual Audited Report for preceding 3 Financial Years.
- k) Form-V -Declaration stating that any Govt. Organization, underaking, Corporation etc. have not black listed

Note: *Original copies of same to be enclosed as a separate cover within technical proposal cover through offline mode.

- (i) Apart from the above all the documents mentioned in the relevant clauses of the NIB is to be duly submitted by the bidder.
- (ii) Failure of submission of any of the above mentioned documents will render the tender liable to summarily rejected.

B. Bid evaluation

- a) Opening of Technical proposal:- Technical proposals will be opened by the Chief General Manager, WBHDCL or any other official as authorized by him electronically from the web site stated in Cl. No. 2.1.9 (ii) using their Digital Signature Certificate.
- b) If there is any deficiency in the documents enlisted (vide A technical Proposal) tender will summarily be rejected.
- c) Uploading of summary list of technically qualified tenderers.

- d) Pursuant to scrutiny and decision of WBHDCL the summary list of the eligible bidder will be uploaded in the web portals.
- e) While evaluation WBHDCL may summon of the bidder & seek clarification / information or additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

C. Financial Proposal

- a) The financial proposal should contain the following documents in one cover (folder) i.e. Bill of Quantities (BOQ) the bidder is to quote the rate online through computer in the space marked for quoting rate in the BOQ.
- b) Only downloaded copies of the above documents are to be uploaded virus scanned and Digitally Signed by the bidder.
- vi) Penalty for suppression / distortion of facts

If any tenderer fails to produce the original hard copies of the documents (especially Completion Certificate) or any other documents on demand of WBHDCL within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the bidder will be suspended from participating in the tenders/ bid on e-Tender platform for a 3 (three) years. In addition, his user ID will be deactivated and Earnest Money Deposit (Bid Security) will stand forfeited. Beside this, WBHDCL may take appropriate legal action against such defaulting tenderer as per the applicable law of the land.

vii) Rejection of bid

The bid inviting authority reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's action.

N.B.:

- The Bidder whose Bid has been accepted will be notified by the Bid inviting & Accepting Authority through Letter of Award (LOA)
- The Letter of Award will constitute the formation of the Contract.
- All the Bid documents including NIB & B.O.Q. will be the part of the Contract Document.

2.2 Eligibility criteria for participation in bid:

2.2.1 The following organisations are eligible to participate in the bidding process:-

- (i) Company registered in India under the Companies Act 1956 or Companies Act 2013 as the case may be.
- (ii) Partnership firm (with all the partners having residence in India) or Limited Liability Partnership under the Limited Liability Partnership Act 2008, or
- (iii) Co-operative Society registered under the relevant Act.
- (iv) The Bidder should not have been black listed by any Government Organisation /Public Sector Undertaking (PSU)/Statutory Corporation etc. in last 10 years. Declaration for the same to be furnished as per the format prescribed in the given NIB. (Form V)

2.2.2 Eligibility of the Contractor and documents to be submitted along with the bidding documents-

- a) The prospective bidders shall have experience in Collection of User Fee from vehicular traffic plying over bridge/ road and submission of User Fee Collection charges to the any State Public Works Department or Highway Development Corporation/ Authority NHAI having total annual collection for not less than C6 Crores (Rupees Six Crores Only) in a single contract for Collection of User Fee charges for within last 5 (Five) years ending on 31/03/2017. In case of a partnership, the partner having the highest profit sharing ratio must possess 60% of Experiences from User Fee collection.. Experience certificate should be issued by the officer not less than the rank of Executive Engineer/ Project Director of any State Govt. or NHAI.

➤ **BASE YEAR AND ESCALATION:-**

Following enhancement factors will be used for the costs of works executed and the financial figures to a common base value for works completed in India. Base Year shall be the year on which Date of Notice Inviting Bid falls. For avoidance of any doubt, financial year for the purpose of this Application shall mean the accounting year followed by the Applicant in its normal business.

Multiplying factor for updating:

Financial Year (April 01 to March 31)	Multiplying Factor
2016-2017	1.10
2015-2016	1.20
2014-2015	1.30
2013-2014	1.40
2012-2013	1.50

Base Year is Financial Year 2017-2018.

Applicant should indicate actual figures of costs and amount for the works executed by them without accounting for the above mentioned factors. In case the financial figures and value of completed works are in foreign currency, the above enhanced multiplying factors will not be applied. Instead, current market exchange rate (State Bank of India BC Selling rate as on the last date of submission of the bid) will be applied for the purpose of conversion of amount in foreign currency into Indian rupees.

In case of a partnership, the partner having the highest profit sharing ratio must possess 60% of Experiences from User Fee collection.

N.B. Similar nature of work, Estimated amount, Gross bill value, Deposited amount per day, period of contract, date of commencement, Date of completion of work & detail communicational address of Client must be indicated in the Experience Certificate.

- b) Pan Card, Income Tax Return for the Financial Year 2016-17, Professional Tax Registration Certificate, Goods and Services Tax Registration Certificate to be accompanied with the Technical Bid document.
- c) Co-operative Societies are required to submit as follows :-
- Valid Registration certificate issued by the Co-operative Deptt.
 - Audit report audited by Co-operative Deptt. for the year 2016-17.
 - Resolution copy of Annual General meeting for the year 2016-17.
- d) The partnership firm shall furnish the registered partnership deed. [Non Statutory Documents]

e) Any change in the eligibility criteria will not be accepted under any circumstances.

2.2.3 VAT, Royalty & all other statutory levy/ cess will have to be borne by the contractor or any subsequent levy of tax imposed /amended /modified thereof, by the Government.

2.2.4 **Bid Validity** - Bids shall remain valid for a period not less than 120(One Hundred and Twenty) days from the date of the issuance of e-NIB.

2.3 Brief Description of Bidding Process

2.3.1 The financial bid is invited for fee collection on the basis of highest quote offered by the bidder for Annual Remittance. The Annual Remittance quoted shall constitute the sole criteria for evaluation of bids. Subject to Clause 2.1.9 sub clause C vii) and Clause 2.6, the work will be awarded to the Bidder quoting the highest Annual Remittance. In this NIB, the term “Highest Bidder” shall mean the Bidder who is offering the highest Annual Remittance.

2.3.2 Generally the Highest Bidder shall be the Selected Bidder. The remaining bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3 of this NIB, be invited to match the Bid submitted by the Highest Bidder, in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the highest Bidder, WBHDCL may, in its discretion, either invite fresh bids from the remaining bidders or annul the Bidding Process.

2.3.3 Date & Time Schedule:

Sl. No	Particulars	Date & Time
1.	Date of uploading of Bid Documents (online) (Publishing Date)	25/09/2017
2.	Tender documents download start date (online)	26/09/2017 at 1:00 P.M
3.	Bid proposal submission start date (online)	26/09/2016 at 2 P.M
4.	Bid proposal submission end date (online)	16/10/2016 at 2 P.M
5.	Last date of submission of original copies of Earnest Money Deposit (Bid Security) and Tender fees in this office referred in Clause 2.3.4	16/10/2016 at 2 P.M
6.	Bid opening date for Technical bid (online) i.e., Bid Due Date	18/10/2016 at 3 P.M
7.	Date of uploading list for Technically Qualified Bidder. (online)	To be Notified
8.	Date for opening of Financial Proposal (online).	To be Notified
9.	Letter of Award (LOA)	To be Notified
10.	Submission of Performance Security by the successful bidder and Acknowledgement of LOA	Within 7 days from the date of issuance of LOA.
11.	Signing of Contract	Within 7 days from date of submission of Performance Security and Acknowledgement of LOA
12.	Taking over of User Fee Plaza and start of user fee collection by the Contractor	At 10:00 AM of 30 th December 2017

2.3.4 Address for Communication:

General Manager - II, WBHDCL
HRBC Bhavan, 4th & 5th Floor,
Munshi Premchand Sarani, Kolkata -700021

2.4 Site Visit and Verification of Information

2.4.1 Bidders are encouraged to submit their respective bids after visiting the section/ User Fee plaza/ booth and ascertaining for themselves the site conditions, traffic, locations, surroundings, climate, condition/ facilities/ infrastructure available at the User Fee plaza/ booth including availability of power, applicable laws and regulations and any other matter considered relevant by them.

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

- (a) Made a complete and careful examination of the Bidding Documents;
- (b) Received all relevant information requested from WBHDCL;
- (c) Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of WBHDCL relating to any of the matters referred to in Clause 2.4.1 above;
- (d) Satisfied itself about all matters, things and information including matters referred to in Clause 2.4.1 above necessary and required for submitting an informed Bid, carrying out of the user fee collection and performance of all its obligations in accordance with the Bidding Documents;
- (e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.4.1 hereinabove shall not be a basis for any claim for compensation, damages, for performance of its obligation, loss of profits etc. from WBHDCL, or a ground for termination of the Contract Agreement by the Contractor; and
- (f) Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.4.3 WBHDCL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or things arising out of or concerning or relating to NIB, the Bidding Documents or the Bidding process, including an error or mistake therein or in any information or data given by the Company.

2.5 Requirement of Power of Attorney

A registered irrevocable power of attorney from the bidder/ contractor required to be submitted as per the format provided as form-iv within the stipulated time.

2.6 Rejection of Bids

2.6.1 No CONDITIONAL/ INCOMPLETE TENDER will be accepted under any circumstances.

2.6.2 In case of Quoting rates, no multiple rates will be entertained by WBHDCL.

2.6.3 Notwithstanding anything contained in this NIB, WBHDCL reserves the right to reject any or all Bids and to annul the Bidding Process at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason therefor.

2.6.4 WBHDCL reserves the right not to proceed with the Bidding Process at any time, without notice or liability or assigning any reason and to reject any or all bids.

2.7 Clarification and Amendments

2.7.1 Bidder may request a clarification on any clause of the Bid latest by **09/10/2017 till 2 P.M.**

2.7.2 Any request for clarification must be sent in writing or by standard electronic means to the West Bengal Highway Development Corporation Limited, 4th & 5th Floor Munshi Premchand Sarani, Kolkata 700021 or wbhdcl@gmail.com. The West Bengal Highway Development Corporation Limited will respond in writing, or by standard electronic means if it is necessary to amend the Bid document as a result of a clarification, it shall do so after following the due procedure.

2.7.3 At any time before the submission of Proposals, the West Bengal Highway Development Corporation Limited may amend the Bid document by issuing a corrigendum in writing or by standard electronic means. The corrigendum shall be published in etender.wb.nic.in & wbhdcl.gov.in and will be binding all bidders. To give Bidders reasonable time in which to take an amendment into account in their Proposals, the West Bengal Highway Development Corporation Limited may, extend the deadline for the submission of Proposals.

2.7.4 WBHDCL may also seek clarifications from the Bidder on the content of their Bid during the proposal evaluation process. All correspondences for clarifications will be sent to the Bidder. The Bidders are expected to provide the clarifications within the time frame to be specified in the letter. If the Bidder fails to provide any clarifications against such requests, West Bengal Highway Development Corporation Limited will make appropriate assumptions on those points and proceed with the evaluation.

2.7.5 All such clarifications/modifications will form an integral part of Bid document

2.8 Bid Due Date

2.8.1 Bids shall be submitted before 14.00 hours (Standard Time) on the Bid Due Date **16/10/2017** at the address provided in Clause 2.3.4, in the manner and in the form as detailed in this NIB.

2.8.2 WBHDCL may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.7.

2.9 Late Bids

Bids received by WBHDCL after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.10 Tender fees and Earnest Money Deposit (Bid Security)

2.10.1 The non-refundable Tender fee is Rs 10, 000/- (Rupees Twenty Thousand only). It shall be submitted in the shape of Demand draft/Pay order of any nationalized bank drawn in favour of “West Bengal Highway Development Corporation Limited” to be submitted in a sealed envelope to The Managing Director, West Bengal Highway Development Corporation Limited, West Bengal Highway Development Corporation Limited, HRBC Bhavan, 4th & 5th Floor, Munshi Premchand Sarani, Kolkata -700021 latest by 2 P.M on 16/10/2016.

- 2.10.2 The Earnest Money (Bid Security) should be Rs 18,34,000/- (Rupees Eighteen Lakhs Thirty Four Thousand only).
- 2.10.3 The amount of Earnest Money (Bid Security) in the shape of Demand draft/Pay order of any nationalized bank drawn in favour of “West Bengal Highway Development Corporation Limited” to be submitted in a sealed envelope to The Managing Director, West Bengal Highway Development Corporation Limited, West Bengal Highway Development Corporation Limited, HRBC Bhavan, 4th & 5th Floor, Munshi Premchand Sarani, Kolkata -700021 latest by 2 P.M on 03/10/2016.
- 2.10.3 The amount of Earnest Money (Bid Security) in the shape of Demand draft/Pay order of any nationalized bank drawn in favour of “West Bengal Highway Development Corporation Limited” to be submitted in a sealed envelope to The Managing Director, West Bengal Highway Development Corporation Limited, West Bengal Highway Development Corporation Limited, HRBC Bhavan, 4th & 5th Floor, Munshi Premchand Sarani, Kolkata -700021 latest by 2 P.M on 03/10/2016
- 2.10.4 The Demand draft/ Pay order for tender fees and the Earnest Money (Bid Security) deposited with the tender documents will be accepted by WBHDCL if they are drawn, only after the date of publication of NIB by WBHDCL.

2.11 Submission of False and Fabricated Information or Bid

- 2.11.1 During scrutiny, if it comes to the notice of the bid inviting authority that the Experience or any other papers found incorrect/manufactured/fabricated, that tenderer will not be allowed to participate in the tender and that application will be out rightly rejected without any prejudice.
- 2.11.2 Before issuance of the LOA, the bid inviting authority may verify the Experience & other documents of the highest bidder if found necessary. After verification, if it is found that such documents submitted by the highest bidder is either manufactured or false, in that case, LOA will not be issued in favour of the bidder under any circumstances.

2.12 Performance Security

- 2.12.1 Within 7 (Seven) days from the date of issue of the LOA, the successful Bidder shall furnish the Performance Security to WBHDCL.
- 2.12.2 The Successful highest Bidder will have to deposit in advance amount mentioned as Performance security in addition to Earnest Money (Bid Security) deposit which is an amount equivalent to 3 (three) months agreed remittance before the Execution of the “Contract” in the shape of Demand draft/Pay order from any Nationalized Bank drawn in favour of the “West Bengal Highway Development Corporation Limited” payable at Kolkata . The same shall be lying for the entire period of the contract in the account of WBHDCL and will not bear any interest on account thereof and shall be liable to be forfeited by WBHDCL on the ground of default of the successful highest bidder.
- 2.12.3 If the Successful Bidder fails to deposit an amount equivalent to three (3) months agreed remittance of his offered bid money as Performance Security in advance, his/their Earnest Money (Bid Security) will be forfeited.
- 2.12.4 The Performance Security shall be forfeited and appropriated by WBHDCL as mutually agreed genuine pre-estimated compensation and as damages payable to the Company for inter-alia, time, cost and effort of the Company, without prejudice to any other right or remedy that may be available to the Company hereunder, or otherwise, under the following circumstances :

- (a) If the successful Bidder fails to sign the Contract;
- (b) In case the Selected Bidder having signed the Contract Agreement commits any breach thereof.

2.13 Assessment of User Fee Revenue and Restriction on Place of Collection of User Fee

- 2.13.1 The Bidder is advised to visit the User Fee Collection section, plaza(s) and/or booth(s), make an assessment of the User 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 the Contract for collection of User Fee. WBHDCL does not guarantee extent of User Fee Revenue during the contract period.
- 2.13.2 The Bidder recognizes the fact that there are number of lateral entries to the section of the BK Expressway for which User Fee is to be collected. The Successful Bidder shall not be entitled to (a) close and/or (b) demand closure by any authority whatsoever, of any such entry. Thus, the Bidder recognizes that all tollable traffic may not pass through the User Fee Collection booth or plaza.
- 2.13.3 During the contract period, the successful Bidder shall not ask for collection from any other place, for whatever reason. Under all circumstances, User Fee Collection shall be only from the place specifically provided in the NIB and as per the provisions mentioned in this NIB.

2.14 Handing over of User Fee Plaza/ Booth

WBHDCL will hand over the User Fee Plaza/ Booth to the Contractor in the condition as existing within 7 days of signing of Contract Agreement on 'as is where basis'. The Contractor shall carry out upgradation/provide necessary facilities as required, to discharge his duties. WBHDCL will not bear any expenses for the same.

2.15 User Fee Rates

User Fee Rates applicable and chargeable on different categories of vehicles are given in Clause 1.1.4 to the Contract.

2.16 Remittance of Agreed Amount

- 2.16.1 The User Fee shall be collected by the Successful Bidder and the agreed amount shall be remitted to WBHDCL on fortnightly basis, latest by next working day from the due date i.e., after every 15 days of collection by way of RTGS in the Bank Account, provided by WBHDCL only.
- 2.16.2 In case, if the working days falls on Bank Holiday then the remittance should be deposited on the next available bank working days through RTGS only.
- 2.16.3 In case of any delay in payment of any amount by the Contractor to WBHDCL in terms of this Agreement, the Contractor shall be liable to pay damages as agreed and not by way of penalty a sum computed at an annual rate of interest of 2% higher than the prevailing marginal cost of lending rate of State Bank of India for the actual delay (in number of days) in making the payment on such unpaid amounts subject to maximum of 15 (fifteen) days delay. Thereafter, WBHDCL shall be entitled to forfeit the performance security submitted by the Contractor and terminate this agreement forthwith.
- 2.16.4 Last 30 days of period of the contract no remittance of collection made will be paid by the bidder because this will be adjusted from the performance security deposit.

3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

3.1.1 Opening and evaluation of Bids will be done through online process. WBHDCL shall open online received bids at 15.00 hrs. on the Bid Due Date, in the presence of Bidders who chose to attend. WBHDCL will examine and evaluate the Bids in accordance with the Clauses mentioned in this NIB.

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

3.1.3 Correction of Errors:-

Bids determined to be substantially responsive will be checked and corrected by WBHDCL for any discrepancy as follows:

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

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

3.2 Tests of Responsiveness

Prior to opening of Financial Bid, WBHDCL shall determine whether Technical Bid is responsive to the requirements of this NIB [Ref. Clause 2.1.4 , Clause 2.2 and Clause 2.1.8]. The Financial Bid shall be opened by WBHDCL only for the Technical Qualified bidders.

3.3 Selection of Bidder

3.3.1 Subject to the provisions of Clause 2.1.9 sub clause C vii) and Clause 2.6, the Bidder who offers the highest Annual Remittance offered to WBHDCL, shall be declared as the Selected Bidder (the “**Selected Bidder**”).

3.3.2 In the event that two or more Bidders quote the same amount of Annual Remittance, (the “**Tie Bidders**”), then WBHDCL will invite further sealed financial bid between the “Tie Bidders” which shall be conducted in the presence of the Tie Bidder. The bidder quoting the highest price in the second round shall be the “Selected Bidder”.

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

3.3.4 In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in Clause 3.3.3, WBHDCL may, in its discretion, invite fresh Bids (the “**third round of bidding**”) from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of

bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.

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

3.3.6 After acknowledgement of the LOA as aforesaid and submission of Performance Security by the Selected Bidder, it shall cause the Contractor to execute the Contract Agreement within the period prescribed in Clause 2.3.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract Agreement provided by WBHDCL.

3.4 Contacts during Bid Evaluation

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

3.5 Period of Contract for User Fee Collection Rights

3.5.1 The Contract for User Fee Collection rights will normally be for 1 (one) year. However, WBHDCL reserves the right to reduce the period of Contract without any compensation and in such cases of early termination of contract; the total amount payable by the Contractor to WBHDCL will be proportionately modified depending upon the period.

3.5.2 WBHDCL reserves the right to increase the contract period upto 3 more months.

3.6 Revision of User Fee Collection

3.6.1 No revision of toll rate will be done from either of both the party for contract period of one year.

4. STATUTORY COMPLIANCES

4.1 Income Tax Collection

4 The successful bidder have to pay Income Tax @ prevailing rate from time to time of the total amount collected in terms of Sec-206 of Income tax Act 1961. The amount will be submitted in the shape of Demand Draft/Pay order separately in favour of the “**West Bengal Highway Development Corporation Limited**” payable at Kolkata.

4.2 Compliances of the relevant Acts.

Contractor shall have to comply with the provisions of (a) the Contract Labour (Regulation And Abolition) Act, 1970 (b) Apprentice Act, 1961 and (c) Minimum Wages Act, 1948 of the notification or any other laws relating thereto and the rules made and order issued there under from time to time and will be solely responsible for any default committed by them.

4.3 Legal Liabilities

4.3.1 WBHDCL shall not bear any responsibility related to i) any insurance claim ii) Theft/ robbery/ loss of User Fee collected iii) any legal hazards related to accidents in User Fee area. Any claim related to operation of User Fee collection/ personal engage in User Fee collection shall be borne by the contractor at his own responsibility.

4.3.2 WBHDCL shall not be liable for the legal expenses (money suit, dispute, Court case, Arbitration etc.), if any, in relation to the maintenance of the User Fee Plaza (s). It will be solely borne by the Contractor.

5. RESPONSIBILITIES OF BIDDERS

5.1 Collection of User Fee

The prospective bidders has to collect the user fee at all three locations mentioned in CI 1.1.3 above, but shall ensure that a particular rider should pay at either of the one location only.

5.2 Maintenance and Payment of Electricity Bills and other Miscellaneous Charges

5.2.1 All expenses for printing receipts or passes to be issued to users shall be borne by the Contractor. The Contractor shall abide by the instruction of WBHDCL in the matter of its format or size or language.

5.2.2 Sufficient illumination should be their during night hours to cater clear visibility within User Fee premises throughout the contract period.

5.2.3 The user fee collecting agency shall make necessary arrangements for power/lighting to ensure proper working of the User Fee Plaza(s) including various office equipment installed, maintaining and running all electric arrangements and stand-by generator along with electric lighting and bearing all expenses thereon during the entire period of this Contract and paying punctually electricity bills and water charges in respect of the User Fee plaza(s)/collection booths of all the three locations, as they become due and payable during period of this Contract.

5.2.4 The required consumables like electricity bulbs, water charges etc. shall be arranged by the Contractor at its own cost. And any liability/obligation(s) regarding repair and maintenance of the consumables will be solely borne by the contractor during the currency of the Contract.

5.2.5 The Contractor shall abide by all the instructions issued by WBHDCL from time to time. The Contractor also undertakes to abide by such instructions in order to make the process of User Fee collection simple, faster and hassle free by extending necessary cooperation in adopting the technological advancements in the process/work of User Fee collection.

5.3 Maintenance of all the Required Records

5.3.1 The Contractor shall undertake the responsibility of the complete job of User Fee collection, maintenance of all records, maintenance of User Fee collection account, maintenance of vehicle type wise Traffic Data on shift to shift basis, maintaining the cleanliness of User Fee plazas/User Fee collection booths and surrounding area etc. and any other duty as may be assigned by WBHDCL from time to time.

- 5.3.2 The Contractor will supply monthly traffic count data as and when required by WBHDCL.
- 5.3.3 The Contractor shall keep complaint book in the User Fee booths available for lodging complaints, if any. The Contractor will also maintain an ORDER BOOK for receiving instructions from the Chief General Manager, WBHDCL or any other person authorized by him.
- 5.3.4 All the Statutory Records/books as per the relevant laws of the land should be maintained by the Contractor.

5.4 Maintenance of Traffic

The Contractor shall make appropriate arrangement for management of the traffic at its own cost and shall ensure that the processing time for a vehicle at the User Fee counter should not be more than 60 seconds for the purpose of issuing User Fee. All the lanes shall be kept open at all times irrespective of peak or off peak hours.

6. SPECIAL TERMS AND CONDITIONS

- 6.1** Bidders must go through & sign all pages of the bid document along with the seal of the organisation.
- 6.2** Erasing or overwriting is not allowed. All corrections are to be signed by the bidder. Incomplete bid document will be rejected. No conditional bid rates will be entertained.
- 6.3** Successful bidder will faithfully and diligently observe the provisions of Indian Tolls Act 1851 and any notification/Act issued by the Government of West Bengal in this regard including any amendments thereof.
- 6.4** The Contractor shall give an undertaking to the effect that he would realize User Fees as per rates prescribed in format attached to the NIB and shall abide by the provisions of the India Tolls Act, 1951 and any notification/Act issued by the Government of West Bengal in this regard including any amendments thereof. This will constitute one of the terms and conditions of the contract. No reduction or remission of bid money will be admissible for the reasons whatsoever (viz. Bandh, Strike, Suspension of vehicular traffic over the bridge for major and / or minor and / or repairs of the approach roads of either sides of the bridge, natural calamities, public agitation, and / or suspension of traffic movements for any other reasons whatsoever). No police or Security arrangements would be made by WBHDCL.
- 6.5** West Bengal Highway Development Corporation Limited Development reserves the right to terminate the contract at any time during its pendency without assigning any reason to the contractor whatsoever. On receipt of the order in this behalf the Contractor shall hand over vacant and peaceful possession of User Fee gates etc. to the concerning official as Authorized by Chief General Manager WBHDCL.
- 6.6** On any other matter arising out of this contract the Chief General Manager, WBHDCL shall take decision which will be final and binding upon the Organisation.
- 6.7** During the entire period of operation of User Fee gates safety and security of existing structure safe collection of User Fee charges will rest entirely on the Contractor. In case of any damage to User Fee gates the same shall be replaced / repaired upto the satisfaction of the Chief General Manager, WBHDCL or any other person authorized by him, by the contractor at his own cost and make suitable alternative arrangement during repair / replacement. If any further facility is required by the organisation the same may be made at its own cost, as it deems fit.
- 6.8** The Bidder while quoting the rate shall submit his/their proposed establishment for smooth functioning of the User Fee collection throughout day and night. Manning in the User Fee

booths shall be such as to allow all vehicles without formation of any queue on the either side of the User Fee collection locations.

- 6.9** The User Fee charges shall be displayed distinctly in Hindi, Bengali and English languages for each category of vehicles on both sides of the BK Expressway.
- 6.10** The Contractor shall carry out instructions that may be issued by the Chief General Manager, WBHDCL or any other person authorized by him or his representative for efficient and peaceful operation of the User Fee collection.
- 6.11** During the contract period any damages occurred to the Govt. properties (viz:- Road Carriageway, Shoulder, Bridge proper, approaches, guards posts etc.) due to User Fee collection procedure, would have to repaired by the Contractor at his own cost and upto the satisfaction of the Chief General Manager, WBHDCL or any other person authorized by him.
- 6.12** The Contract shall be valid for a period of one year.

7. SIGNING OF CONTRCT; TAKING OVER OF USER FEE PLAZA & STARTING OF USER FEE COLLECTION

After submission of the Performance Security, the successful bidder shall be required to sign the contract in the form of contract enclosed vide Annexure- B in due course within 7 (seven) days from the date of submission of the Performance Security and after signing the contract, the successful bidder shall be required to take over the User Fee plaza and start the user fee collection within 7 (seven) days of date of signing the Contract or within the date as may be prescribed by WBHDCL in LOA. Within 7 (seven) days of the date of signing of contract or within such period as provided in the applicable law, whichever is shorter, the successful Bidder shall, if required, have the same engrossed, have the correct Stamp Duty adjudicated by the Revenue Collection Authority of the Government of West Bengal and return the same duly signed and executed to WBHDCL, as per the terms of Contract, unless exempted by any law for the time in force. Successful Bidder's failure to sign the Contract, take over the User Fee plaza and start user fee collection within the period stipulated above shall result in forfeiture of the Performance Security.

Chief General Manager,
WBHDCL

SECTION – B
FORM –I
APPLICATION

To,
The Chief General Manager,
West Bengal Highway Development
Corporation Limited
HRBC Bhawan, 4th & 5th Floor,
Munshi Premchand Sarani, Kolkata 700 021

Ref: - Bid for_Collection of User Fee on Barrackpore Kalyani Expressway (BK Expressway) in the District of North 24 Pgs and Nadia at the existing User Fee Collection Plaza at Gate No-1 near Muragacha More, Gate No-2 near Wireless More and Gate No-3 near Kampa More

N.I.B.No.: of 2016-17 of WBHDCL.

Dear Sir,

Having examined the Statutory, Non statutory & NIB documents, I /we hereby submit all the necessary information and relevant documents for evaluation.

The application is made by me / us on behalf ofin the capacity.....duly authorized to submit the order.

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for Application and for completion of the contract documents is attached herewith.

We are interested in bidding for the work(s) given in Enclosure to this letter.

We understand that:

- (a) Tender Inviting & Accepting Authority i.e., the Chief General Manager, WBHDCL or any other person authorized by him can amend the scope & value of the contract bid under this project.
- (b) Tender Inviting & Accepting Authority i.e., the Chief General Manager, WBHDCL or any other person authorized by him reserve the right to reject any application without assigning any reason.

Encl:- e-Filling:-

1. Technical Bid
Date:-

Signature of applicant including title
and capacity in which application is
made along with official seal.

SECTION - B

**FORM-II
STRUCTURE AND ORGANISATION**

- A.1 Name of applicant
- A.2. Registration No/CIN No
- A3 Office
Address
Telephone
No. Fax No.
E-mail Address:
- A.4 Name and address of Bankers.
- A.5 Attach an organization chart showing the Structure of the company with names of Key personnel and technical staff with Bio – Data.

Note: Applicants as defined in the Clause 2.2.1 read with Clause 1.1.2

Signature of applicant including title

and capacity in which application is made along with official seal.

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**FORM-III
POWER OF ATTORNEY**

Know all men by these presents, We, _____ (insert name of applicant and address of the registered office of the applicant) do hereby constitute, nominate, appoint and authorise Mr./ Ms..... [son/daughter/wife] of _____ and presently residing at _____, who is presently employed with us and holding the position of _____ as our true and lawful attorney (hereinafter referred to as the —**Authorised Representative**) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for selection as the Consultant for _____, including but not limited to, signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Client in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

Capitalised terms used herein shall have the meaning assigned to them in the RFP dated _____.

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

For

(Signature, name, designation and address)

Witnesses:

- 1.

- 2.

Notarised

Accepted

.....

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

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down under law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Wherever applicable, the applicant should submit for verification the extract of the charter documents and other documents such as a resolution authorizing the issuance of this power of attorney and power of

attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the applicant.

**FORM-IV
EXPERIENCE PROFILE**

D.1 LIST OF PROJECTS COMPLETED THAT ARE SIMILAR IN NATURE TO THE WORKS DETAILED IN NIB, EXECUTED DURING THE LAST FIVE YEARS.

Name of employer	Name, Location and nature of work	Name of Person responsible for supervision	Contract price in INR	Percentage of participation of organisation	Original date of Start of work	Original date of Completion of work	Actual date of Starting of the work	Actual date of Completion of the work	Reasons for delay in completion (if any)

Note: a) Certificate from the Employers to be attached
 b) Non-disclosure of any information in the Schedule will result in disqualification of the firm

Signature of applicant including title

and capacity in which application is made along with official seal.

FORM IV

(Declaration stating that any Govt. Organization, undertaking, Corporation etc. have not black listed)

UNDERTAKING

(Original signed copy on company letterhead)

Letter

No:

Date:

To,
The Chief General Manager,
West Bengal Highway Development Corporation Limited
HRBC Bhavan
4th & 5th Floor, Munshi Premchand Sarani
Kolkata-700021

Dear Sir,

We declare that our Company / LLP / Partnership / Co-operative Society (name of the bidder) have not been blacklisted by any Government Organisation /Public Sector Undertaking (PSU)/Statutory Corporation etc.

Sincerely,

Signature of authorized person with official seal

Full Name:

Date:

Place:

Annexure-A

List Of Exempted Vehicles	
(a) Transporting and accompanying	
i.	the President of India;
ii.	the Vice-President of India;
iii.	the Prime Minister of India;
iv.	the Chief Justice of India;
v.	the Governor and Lt. Governor of the State;
vi.	Cabinet Ministers and Ministers of State of the Union;
vii.	the Members of Parliament;
viii.	the Chief Minister; GoWB
ix.	the Chief of Staff holding the rank of full General or equivalent rank in other services of armed forces;
x.	the Chief Secretary of the State;
xi.	the Secretary, Council of States;
xii.	the Secretary to the Government of India;
xiii.	the Secretary to the State Government
xiv.	the Secretary to the Legislative Assembly of the State
xv.	Judges of the Supreme Court of India;
xvi.	Presiding Officers of Central and State Legislatures;
xvii.	the Chief Justice of the High Court;
xviii.	Chief Ministers of other States;
xix.	the Army Commander or the Vice-Chief of Army Staff and equivalent in other services;
xx.	Foreign dignitaries on State visit; and
xxi.	Members of Legislative Assembly of the State, if he or she produces his or her identity card issued by the concerned Legislature
xxii.	The awardee of Param Vir Chakra, Ashok Chakra, Maha Vir Chakra, Kirti Chakra, Vir Chakra and Shaurya Chakra, if such awardee produces his or her photo identity card duly authenticated by the appropriate or competent authority for such award.
(b)Used for official purposes by—	
i.	the Ministry of Defense including those, which are eligible for exemption in accordance with the provisions of the Indian Toll (Army & Air Force) Act, 1901 and the rules made thereunder as extended to Navy also;
ii.	the Central and the State Armed Forces in uniform including Paramilitary Forces and Police;
iii.	an Executive Magistrate;
iv.	Fire-fighting Department or organization;
v.	The mail vans of Department of India Post; and
vi.	Highway Authority nominated by WBHDCL using vehicle for inspection, survey, construction or operating and maintenance of the highway, bridge or bypass.
(c) Used as Ambulance or Dead Body Carrier (Hearse)	
(d) Two Wheelers /Three Wheeler/Auto Rickshaw/Cycle/Cycle Rickshaw/Bullock cart,	

Annexure-B

Form Of Contract

Agreement

Agreement No.:- _____

Subject: Collection of User Fee on BK Expressway in the District of North 24 Pgs and Nadia (KM- 0.00 TO KM 34.542) at existing User Fee Collection Plaza at:-

- i) Gates No-1 near Muragacha More
- ii) Gate No-2 near Wireless More and
- iii) Gate No-3 near Kampa More

Preamble:--

- (A) This agreement (“**Agreement**”) is made this day of by and between **West Bengal Highway Development Corporation Limited**, having its registered office at 4th & 5th Floor Munshi Premchand Sarani, Kolkata - 700021 (hereinafter referred to as “**WBHDCL**” which expression shall unless excluded by of repugnant to the context, include his successors in office and assignees) on the one part **acting through** _____, **WBHDCL, its authorised signatory** and M/s Barjora Alert Co-operative Labour Contract & Construction Society Ltd , a Co - operative Society registered under the West Bengal Co-Operative Societies Act, 1983 and any subsequent modifications thereof having its principal office of business at _____ (mention full address) and having registration No.3 BK date 31/07/89 (hereinafter referred to as “**Contractor**” which expression shall unless excluded by of repugnant to the context, include his successors in office and permitted assignees) on the second part **acting through Shri/Smt.** its authorised signatory. (WBHDCL and the Contractor are hereinafter collectively referred to as the “**parties**” and individually as the “**party**”)
- (B) **WHEREAS** the Contractor is authorised by Bye-laws to carry on the business of providing various services, including the services contemplated under this Agreement, on contract basis through its employees employed regularly or otherwise.
- (C) **AND WHEREAS WBHDCL** is authorised to collect User Fees for services or benefits rendered.

- (D) **AND WHEREAS WBHDCL** is desirous of engaging the Contractor for Collection of User Fees on Barrackpore Kalyani Expressway (hereinafter referred as “BK Expressway”) in the District of North 24 Pgs and Nadia (KM- 0.00 TO KM 34.542) at existing User Fee Collection Plaza at:- i) Gates No-1 near Muragacha More ii) Gate No-2 near Wireless More and iii) Gate No-3 near Kampa More.
- (E) **AND WHEREAS WBHDCL** invited e-NIB from interested bidders for Collection of User Fees on BK Expressway in the District of North 24 Pgs and Nadia (KM- 0.00 To KM 34.542) at existing User Fee Collection Plaza at :- i) Gates No-1 near Muragacha More ii) Gate No-2 near Wireless More and iii) Gate No-3 near Kampa More for a period of One year User Fee. The Contractor is one of those bidders who submitted the bid. In consideration of being awarded the contract for Collection of User Fees, the Contractor is required to remit the following amount to WBHDCL on fortnightly basis, latest by next working day from the due date i.e., after every 15 days of collection by way of RTGS/ NEFT in the Bank Account, provided by WBHDCL only. In case, if the working days falls on Bank Holiday then the remittance should be deposited on the next available bank working days through RTGS/ NEFT only.

S. No.	Period	Total Amount Payable by the Contractor to WBHDCL for the period mentioned in column B	Amount to be paid fortnightly
A.	B.	C.	D.
a)	From the Takeover Date and up to a period of 1 year thereof)

For calculating the amount on fortnightly basis, the amount quoted for One year shall be divided by 24.

The amount quoted above shall be exclusive of the TCS. Any tax and service charges, as applicable shall be borne by the bidder over and above the quoted amount.

- (F) **AND WHEREAS WBHDCL** has authorised, Chief General Manager, WBHDCL (designation) to enter into this Agreement with the Contractor.
- (G) **AND WHEREAS** the Contractor has authorised Shri. / Smt. _____, S/o or D/o _____, who is Director of the Contractor to enter into this Agreement with WBHDCL.
- (H) **AND WHEREAS** the parties are desirous of recording the terms and conditions on which the Contractor shall carry out the Collection of User Fees collection on behalf of WBHDCL.

Now therefore this Agreement witnesses in clauses as follows:

1. ENGAGEMENT OF CONTRACTOR:

In consideration of the premises, WBHDCL hereby engages the party of the Second Part as the Contractor and the Contractor do hereby agrees to act as the Contractor of WBHDCL for Collection of User Fee on BK Expressway in accordance with the provisions of this Agreement.

2. PERIOD OF CONTRACT:

- (a) The Agreement shall be for a period of One year beginning from the Take-Over Date (hereinafter referred to as “One year”)
- (b) It is specifically agreed by the parties that WBHDCL reserves the right to reduce the term of Agreement without any compensation and in such cases of early termination of contract, the Consideration shall be reduced in proportion to the rates specified in Clause 2A below.
- (c) It is further agreed that WBHDCL in case of exigency, reserves the right to increase the term of the Agreement by such time period as WBHDCL may deem fit. Upon such an extension in the term of this Agreement, the Consideration shall be increased in proportion to the rates specified in Clause 2A below.

2A. CONSIDERATION

In consideration of being awarded the contract for Collection of User Fees, the Contractor agrees pay to the WBHDCL the following amount (hereinafter referred to as the “**Consideration**”) on fortnightly basis, latest by next working day from the due date i.e., after every 15 days of collection by way of RTGS/ NEFT in the Bank Account, provided by WBHDCL only. In case, if the working days falls on Bank Holiday then the remittance should be deposited on the next available bank working days through RTGS/ NEFT only.

S. No.	Period	Total Amount Payable by the Contractor to WBHDCL for the period mentioned in column B	Amount to be paid fortnightly
A.	B.	C.	D.
a)	From the Takeover Date and up to a period of 1 year thereof		

For calculating the amount on fortnightly basis, the amount quoted for One year shall be divided by 24.

The amount quoted above shall be exclusive of the TCS. Any tax and service charges, as applicable shall be borne by the Contractor over and above the quoted amount.

3. RATE OF USER FEE:

- (a) The Contractor shall collect User Fees at such rates only as set out in Annexure I hereto.
- (b) The Contractor specifically undertakes not to claim during continuity of the Agreement any change including addition, deletion and change in the classification mentioned or the rate of User Fee for any reason whatsoever, under any circumstance.
- (c) The Contractor shall not be allowed to make its own interpretation about a particular type of vehicle attracting a particular rate so as to charge a higher rate from a particular type of vehicles. Decision of WBHDCL on such matter shall be final and binding.

4. COLLECTION ONLY AT PRESCRIBED RATE:

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

5. CHANGE IN THE RATE OF USER FEE:

No revision of User Fee rates will be done from either party during the term of this Agreement.

6. COMMENCEMENT AND TERMINATION OF USER FEE COLLECTION:

- (a) The parties agree that, within such time as may be mutually agreed by the parties and in no event later than 7 (seven) days of the execution of this Agreement, WBHDCL shall hand over to the Contractor, and the Contractor shall take over, the User Fee plaza and start the user fee collection (“**Take Over Date**”).
- (b) WBHDCL will hand over the User Fee Plazas to the Contractor in the condition as existing on the Take Over Date on ‘as is where as basis’. The Contractor shall carry out upgradation / provide necessary facilities as required, to discharge his duties. WBHDCL will not bear any expenses for the same.
- (c) Provided that if the Contractor is not able to commence the collection of User Fee from the Take Over Date as mentioned in Clause 6(a) above, other than for reasons solely attributable to WBHDCL, the period of the User Fee collection for One year shall be deemed to have begun from such Take Over Date and the Contractor shall be liable to remit the agreed amount even for such period for which the collection has not been made. However, in case, the Contractor is not able to take over the User Fee Plazas and commence the collection of User Fee from the Take Over Date, due to reasons solely attributable to WBHDCL, the date on which the User Fee plaza is actually handed over by WBHDCL to the Contractor shall be deemed to be the Take Over Date for the purposes of this Agreement and the term of the Agreement shall be construed accordingly.
- (d) A failure or delay by the Contractor to commence the collection of User Fee, other than for reasons attributable to WBHDCL, beyond 7 days from the Take Over Date shall entitle WBHDCL to terminate this Agreement and forfeit the Performance Security.
- (e) Subject to Clause 2 of this Agreement, the right to collect User Fee shall come to an end on the expiry of a period of One year from the Take Over Date.

7. EXEMPTION OF VEHICLES AND CONCESSION:

- (a) The Contractor agrees that the type(s) of vehicles to be exempted are stated in Annexure II of this Agreement. The list of vehicles exempted could be varied at any time by WBHDCL in accordance with the notifications/circulars issued by PWD, the Government of West Bengal and the Government of India from time to time. Such variance shall not alter the liability of the Contractor to remit the specified amount on fortnightly basis and shall also not affect any other terms and conditions of this Contract.

- (b) All exemptions available to users under the Indian Toll Act 1851 and any subsequent amendment by Indian Government or the Government of West Bengal and rules there under, shall be honored by the Contractor.
- (c) In case of any dispute about eligibility of any user about a particular concession or about the operating procedure, the decision of WBHDCL or its authorized representative shall be final and binding.
- (d) If WBHDCL is satisfied that exemption or concession available to an eligible user for whatsoever reason, has been denied, the Contractor shall be liable to pay damages at the rate of Rs. 1000 for each such instance of breach, payable within 7 days of the issue of a notice by the concerned authority of WBHDCL. Repeated actions in this respect may lead to termination of the Agreement and forfeiture of the Performance Security.

8. PLACE OF COLLECTION:

- (a) The Contractor shall collect User Fees only at BK Expressway in the District of North 24 Pgs and Nadia (KM- 0.00 TO KM 34.542) at existing User Fee Collection Plaza at:-
 - i) Gates No-1 near Muragacha More
 - ii) Gate No-2 near Wireless More and
 - iii) Gate No-3 near Kampa More

where, permanent User Fee Collection Booth(s) are put up by WBHDCL. Such booth(s)/plaza/plaza area cannot be used or allowed by the Contractor to be used by others for any other purpose; including for sale of any commodity or advertisement.

Any advertisement in plaza area is strictly prohibited. Any deviation will be treated as non-compliance and a breach of this Agreement and action shall be strictly taken by WBHDCL at its sole discretion.

- (b) The contractor may collect the user fee collection at all three locations but ensure that a particular rider should pay at either of the one location only. In case, it is observed and/or established to the satisfaction of WBHDCL that the Contractor has charged a particular user at more than one locations, the Contractor shall be liable to pay damages at the rate of Rs. 1000 for each such instance, payable within 7 days of the issue of a notice by the concerned authority of WBHDCL. Repeated actions in this respect shall entitle WBHDCL to terminate this Agreement and forfeit the Performance Security.
- (c) The Contractor undertakes not to demand any additional place for collection of USER Fee or for installation of check barriers under any circumstances and for any reason whatsoever. The Contractor also undertakes not to collect USER Fee from any other place. The decision of WBHDCL in this regard shall be final and binding.
- (d) WBHDCL reserves the right to change the location of collection point including the right of removal and merger of the number of USER Fee collection points as notified through fee notification from time to time, and the decision of WBHDCL with respect to such change in the location of the collection point shall be final and binding on the Contractor.

9. DIVERSIONS:

- (a) The Contractor has surveyed the said section of the said road including existing bridges and surrounding area including any access or diversion(s) and the Contractor has submitted its bid taking into consideration all such access or diversion(s) or any diversion of traffic due to deterioration in road conditions or closure of road for maintenance work, whether existing or likely to come in the future which any road user may opt, inter-alia, to avoid payment of the USER Fee by bypassing the USER Fee collection booths.
- (b) The Contractor undertakes that, he shall not make any claim for any decrease in traffic on the ground of diversion of the traffic as per clause 9(a) above, even if such diversion did not exist at the time of submission of the bid by the Contractor.
- (c) The Contractor will not be entitled to (a) close; and (b) demand closure by any authority whatsoever, of any lateral entry to the said section of the Expressway for which USER Fee is to be collected. The Contractor recognizes that all tollable traffic on the said section may not pass through the USER Fee collection booth or USER Fee plaza.

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

- (a) The Contractor shall handover the User Fee Plaza (s) on 10.00.(HH/MM) hrs (IST) of the following day on the completion of the term of Agreement as per Clause 6 above.
- (b) In case, the Contractor fails to handover the User Fee Plaza on 10.00(HH/MM) hrs (IST) of the following day of the completion period of the Agreement or in case of termination of the Agreement on the last day and the time given in notice for termination to WBHDCL together with all the equipment, facilities and articles in good condition, the Contractor shall be liable to pay, to WBHDCL damages equal to twice the average amount, arrived on the basis of quoted amount in the bid for each day, in addition to payment of proportionate User Fee at the rate specified in the Agreement for the period of over stay. Non compliances will lead to forfeit of performance guarantee or appropriate legal action or both on sole discretion of WBHDCL Authority. The parties agree and acknowledge that the amounts specified in this Clause 10 (b) constitute a genuine pre-estimate of the loss and damage occurring to WBHDCL, on account of a delay by the Contractor in the handover of the User Fee Plaza, and are not by way of penalty.
- (c) Upon expiry of the Agreement period/ termination, within 7 days, the Contractor shall submit a statement giving details of payments of fortnightly remittances and TCS during the entire Agreement period along with delay in days (if any) and calculation of damages for delay in depositing the remittances, etc for settlement of all accounts of the Contractor and issuance of “no dues certificate” by WBHDCL. No Dues Certificate shall be issued not later and within 7 days after settlement of accounts

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

- (a) The rates of User Fee, the categories of vehicles exempted from payment of User Fee and the name, address and telephone number of the Authority, to whom complaints, if any, should be addressed, shall be conspicuously and prominently displayed 100m ahead of the User Fee collection booths, and at the User Fee collection booths also. The height of the display boards and size of letters being such that it is easy for drivers to read. The display boards shall be provided by the Contractor himself.
- (b) The User Fee charges shall be displayed distinctly in, Bengali, English and Hindi languages for each category of vehicles on both sides of the BK Expressway.

- (c) The Contractor shall display, a copy of Notification in **Bengali and English**, appended to the Agreement at a conspicuous place of the User Fee Plaza(s) for the information of the road users and the general public.

12. REQUIREMENT OF PERSONNEL FOR USER FEE COLLECTION:

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

13. DEPLOYMENT OF PERSONNEL:

- (a) The Contractor shall ensure that the personnel deployed by it for discharging its duties under this Agreement are of good health, of highest integrity, punctual, well dressed, well-behaved and of required qualification & experience.
- (b) The Contractor shall furnish to WBHDCL a list, in addition to the list of key personnel, of persons deployed for the purpose of discharging its obligations under the Contract, containing all the details like their educational qualifications, experience, training undergone, good health, good character, personal residential addresses and recent photographs. The required details for key personals shall be submitted to WBHDCL prior to the Takeover Date.
- (c) WBHDCL reserves its right to object to the deployment of any personnel for any reason in which case, such person or persons being objected to by WBHDCL shall be removed by the Contractor forthwith and replaced within a day from such removal.
- (d) 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.
- (e) WBHDCL shall not be liable for any misconduct or misdeeds or any act or incident involving the Contractor or any of its personnel in any criminal or civil case the Contractor shall be responsible for consequences and if any such incident takes place, the Contractor shall forthwith intimate the said incident to WBHDCL.
- (f) The Contractor specifically agrees that the personnel deployed by it, will not in any way claim employment with WBHDCL. The Contractor shall be solely responsible for any dispute raised by the personnel deployed by him either during the term of the Agreement or thereafter.
- (g) The frequent replacement of key personnel is not desirable unless they are found involved in malpractices or non compliances. However, if need be, the permission of replacement of key personnel/ other staff will be obtained from the concerned authority of WBHDCL in advance. If satisfied with the reasons submitted to him, may allow such replacement after verifying the CVs strictly in accordance with the requirements mentioned in Clause 13 (a).

14. INTER SE RELATIONS:

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

15. INSURANCE:

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

16. PERFORMANCE SECURITY:

- (a) The parties acknowledge that within 7 (Seven) days from the date of issue of the LOA, the contractor has furnished the Performance Security to WBHDCL in accordance with Clause 2.12 of the e-NIT.
- (b) The contractor has deposited the advance amount mentioned as Performance Security in addition to Earnest Money (Bid Security) deposit which is an amount equivalent to three (3) months agreed remittance before the execution of the Agreement in the shape of Demand draft/Pay order from any Schedule Commercial/Nationalized Bank drawn in favour of the “West Bengal Highway Development Corporation Limited” payable at Kolkata. The same shall be lying for the entire period of the Agreement in the account of WBHDCL and will not bear any interest on account thereof and shall be liable to be forfeited by WBHDCL on the ground of default of the contractor.
- (c) The Performance Security shall be forfeited and appropriated by WBHDCL as mutually agreed genuine pre-estimated compensation and as damages payable to the WBHDCL for inter-alia, time, cost and effort of WBHDCL, without prejudice to any other right or remedy that may be available to WBHDCL hereunder, or otherwise, in case the Contractor commits any breach under this Agreement.

- (d) In the last 30 days of term of the Agreement no remittance of collection made will be paid by the contractor because this will be adjusted from the performance security deposit. It is specifically agreed that this adjustment from the Performance Security shall be without prejudice to the right of WBHDCL to draw upon the Performance Security in accordance with the terms of this Agreement.
- (e) In case settlement of accounts and issue of no dues certificate are getting delayed due to any pending issue/ recovery, which remains to be closed on the end date of the contract, the performance security to the extent of value of such issue/ recovery only shall be retained and the balance performance security shall be released as early as possible, but not exceeding 30 days from the end date of the contract.
- (f) WBHDCL shall also be competent to utilize the said Performance Security against any loss or damage caused to the property of the Company by any act of omission and/or commission by the Contractor or its agents and servants or adjust it towards any claim of WBHDCL
- (g) 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 Agreement, it shall be lawful for WBHDCL in its absolute discretion to forfeit the whole or any part of the said Performance Security, without prejudice to any other remedy that WBHDCL may have against the Contractor under this Agreement or under general law for such breach.
- (h) If WBHDCL has drawn upon the Performance Security in accordance with the terms of this Agreement, the Contractor shall replenish the Performance Security within 7 (seven) days of notice by WBHDCL. Failure by the Contractor to replenish the Performance Security shall be deemed to be a breach of this Agreement.

17. CHARGING EXCESS USER FEE:

- (a) In case, it is observed and/or established to the satisfaction of WBHDCL that the Contractor has charged User Fee in excess of the prescribed rate, then the Contractor shall be liable to pay to WBHDCL as damages Rs. 10,000 for each such incident within 7 days of it being notified to do so. After three such incidents of excess charging, the performance security of an amount equal to 3 (Three) months agreed remittance i.e. Rs. -----) as per amount stated in Clause 2A of this Agreement shall be forfeited in addition to such recoveries. The Contractor shall have to replenish the forfeited Performance Security, in the same mode as it was deposited earlier, within 10 days of such forfeiture to continue with the collection work failing which the Agreement shall be terminated and the balance Performance Security shall also be forfeited. If the incident of excess charging is again observed and/or established to the satisfaction of WBHDCL after forfeiture of part Performance Security, the Agreement shall be terminated and the entire Performance Security shall be forfeited.
- (b) 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 WBHDCL.

18. FAILURE TO PAY INSTALMENTS:

In case of any delay in payment of any amount by the Contractor to WBHDCL in terms of this Agreement, the Contractor shall be liable to pay damages as agreed and not by way of penalty a sum computed at an annual rate of interest of 2% higher than the prevailing

marginal cost of lending rate of State Bank of India for the actual delay (in number of days) in making the payment on such unpaid amounts subject to maximum of 15 (fifteen) days delay. Thereafter, WBHDCL shall be entitled to forfeit the performance security submitted by the Contractor and terminate this agreement forthwith. The parties agree and acknowledge that the amounts specified in this Clause 18 constitute a genuine pre-estimate of the loss and damage occurring to WBHDCL, on account of a delay by the Contractor in payment, and are not by way of penalty.

19. OPERATIONAL TRANSPARENCY:

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

20. OBLIGATIONS OF THE CONTRACTOR:

- (a) The Contractor undertakes to get itself licensed and/or registered with the appropriate authority under the Shops & Establishments Act, 1954 and Contract Labour (Regulations & Abolition) Act, 1970, and shall furnish necessary proof in this regard within 7 days of signing of this contract.
- (b) The Contractor undertakes to carry out its obligations under this Agreement in compliance with all applicable laws and pay all taxes, duties, cesses and amounts in accordance with applicable laws, including but not limited to:
 - (i) Comply with all the provisions of the Employees Provident Fund and Miscellaneous Provisions Act, 1952; and
 - (ii) Pay to all its personnel deployed as per the Minimum Wages Act, 1948.
- (c) The Contractor undertakes the responsibility of the complete job of Collection of User Fee, maintenance of all records, maintenance of User Fee collection account, maintenance of vehicle type wise Traffic Data on shift to shift basis, maintaining the cleanliness of User Fee plazas/User Fee collection booths and surrounding area etc. and any other duty as may be assigned by WBHDCL from time to time.
- (d) The Contractor shall make appropriate arrangement for management of the traffic at its own cost and shall ensure that the processing time for a vehicle at the User Fee counter should not be more than 60 seconds for the purpose of issuing USER Fee. All the lanes shall be kept open at all times irrespective of peak or off peak hours.
- (e) The Contractor specifically undertakes to abide by all the instructions issued by WBHDCL 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.

The Contractor will supply monthly traffic count data as and when required by WBHDCL in accordance with Clause 5.3 of the e-NIT. The Contractor shall also submit such information sought by WBHDCL in such format, as may be prescribed by the company from time to time.

Any data or information related to traffic obstruction, road accidents, flooding etc, which are required to be maintained / provided to WBHDCL, are to be supplied by the Contractor (i.e.- the toll collection agency) during the term of the Agreement.

- (f) The Contractor agrees that maintaining adequate change/ coins and giving correct change to the road users, while paying / receiving user fee is his sole responsibility and undertakes not to indulge in wrong practices like giving namkeen/coffee/wafer packets, etc. instead of giving change for the balance amount to the road users. A placard shall be placed at all User Fee booths in the format enclosed in the Agreement for information of the road users. In case it is found during the surprise checks that the Contractor is giving namkeen/ coffee/ wafer packets in lieu of change, the Contractor at his cost shall issue an advertisement in the local newspapers asking the road users to approach the User Fee plaza office for getting back the change by returning namkeen/ coffee/ wafer packets by showing the user fee payment receipt.

21. RIGHT OF INSPECTION:

- (a) WBHDCL reserves the right to conduct checks including surprise checks at any time, to check/observe/witness the activities of the Contractor including the User Fee collection Plaza(s) and to monitor or to ensure that any or all the activities including User Fee collection enunciated by this Agreement are being carried out properly by the personnel deployed by the Contractor.
- (b) WBHDCL may exercise any check/control to ensure discharge of various obligations by the Contractor under the Agreement including but not limited to following:
- i. Issue of proper Receipts to all Vehicles;
 - ii. Maintenance of proper registers including those relating to collection of User Fee from different type of vehicles;
 - iii. Fortnightly remittance of amount due from the Contractor by the prescribed day;
 - iv. Checking of data in electronic/soft form;
 - v. Maintain User 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;
 - vii. There is no delay to the traffic due to procedure of collection of User Fee and also there is no traffic jam at the User Fee Plaza(s); and
 - viii. Any other check or control as considered appropriate by WBHDCL through its authorised representative.

22. FORCE MAJEURE:

(a) **NON-FORCE MAJEURE EVENT:**

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

(b) **FORCE MAJEURE EVENT:**

In addition to Clause 6.4 of the e-NIT and except as stated in Clause 22(a) above, Force Majeure event means an event or circumstances or a combination of events and

circumstances referred to in this clause which are beyond the reasonable control of the Party or Parties to this Agreement and which party could not have prevented or reasonably overcome with the exercise of its reasonable skill and care in relation to performance of its obligations pursuant to this Agreement and which are of the nature, without limitation of those described below:

- (i) Act of war, invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, blockade, embargo, revolution, riot, sabotage, terrorism or act of such threat, or any other political or social event having material adverse impact on the performance of obligations of the parties thereof.
- (ii) Expropriation, acquisition, confiscation or nationalisation of the User Fee collection.
- (iii) Any change in law which has a material adverse effect on the obligation of the parties hereto.
- (iv) Any decision or order of a court or tribunal, which has a material adverse effect on the performance of obligations of the parties to this Contract.
- (v) Any event or circumstances of a nature analogous to the foregoing.

Either party to this Agreement shall be entitled to suspend or excuse performance of his obligations, including remittance of instalments by the Contractor to WBHDCL for the period of continuance of the Force Majeure event, under this Agreement to the extent that such performance is impeded by an event of Force Majeure prevailing continuously for more than 7 (seven) days at a time (or continuously for more than 3 (three) days at a time in case of no user fee collection at all at the toll plaza) for reasons not attributable to the Contractor.

(c) **PROCEDURE FOR FORCE MAJEURE:**

(i) **NOTICE:**

- (1) If a party claims relief on account of a Force Majeure event, then the Party claiming to be affected by the Force Majeure event shall, as soon as reasonably practicable and in any event within 7 days of becoming aware of the Force Majeure event, give notice giving details of the effects of such Force Majeure on the Party's obligations under this Agreement to the other Party in writing, including the dates of commencement and actual/likely date of cessation of such Force Majeure and its effects, with necessary supporting documents and data.
- (2) The Party receiving the claim for relief under Force Majeure shall, if wishes to dispute the claim, give a written notice of the dispute to the Party making the claim within 30 days of receiving the notice of claim.

(ii) **CONSULTATION AND DUTY TO MITIGATE:**

- (1) The Party claiming relief under Force Majeure shall, at its own cost, take reasonable steps to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this Agreement as soon as reasonably possible. The Parties shall consult with each other to

determine the measures to be implemented to minimise the losses of either Party as a result of the Force Majeure event.

- (2) The Party affected by Force Majeure shall keep the other Party informed of such efforts to remedy and make reasonable efforts to mitigate on a continuous basis and shall provide written notice of the resumption of performance hereunder.
- (3) Notwithstanding anything contrary to the specifically stated in this Agreement no party shall be relieved of its obligations under this Agreement by reason of impossibility of performance or any other circumstance whatsoever not beyond its control.
- (4) Any Party claiming cessation of the event of Force Majeure may, if the other party has not served a notice of resumption of performance, give notice to the other party, of cessation of such event, notifying the date of alleged cessation and unless the party to whom such notice is given does not dispute the same within 30 days of the receipt of such notice the Force Majeure event shall be deemed to have ceased to consequences thereof and shall be deemed to have come to an end on the date so notified.
- (5) The relief under force Majeure will be calculated on the basis of average collection per day, arrived based on the agreed annual remittance. The difference in collection per day during force majeure and average amount of collection per day, arrived based on the agreed annual remittance multiplied by number of days of force majeure will be payable to the contractor.

(iii) **TERMINATION DUE TO FORCE MAJEURE:**

If any event of Force Majeure shall continuously impede or prevent a Party's performance for longer than 60 days from the date of commencement of such Force Majeure event, the parties shall decide through mutual consultation, either the terms upon which to continue the performance of this Agreement or to terminate this Agreement by mutual consent. If the parties are unable to agree on such terms or to terminate the Agreement by mutual consent within 90 days from the date of commencement of such Force Majeure event, either Party may issue a Notice to terminate this Contract.

(iv) **AUTHORITY**

The Managing Director, West Bengal Highway Development Corporation Limited on behalf of the Authority is authorised specifically to settle claims for force majeure events.

23. REPRESENTATIONS AND WARRANTIES

- (a) Each party to this Agreement represents and warrants to each other party hereto on the date of this Agreement that this Agreement:
 - (i) is within its powers and has been duly authorised by it;
 - (ii) constitutes its legal, valid and binding obligations; and

- (iii) does not conflict with any applicable law or its constitutional documents or any document binding on it and that it has obtained all necessary consents for the performance by it of this Agreement.

24. MATTERS NON-ARBITRABLE:

Any disputes or differences between the parties in regard to the matters covered under Clauses 3, 6, 7, 8, 10, 14, 17 and 18 shall be referred to the Managing Director, West Bengal Highway Development Corporation Limited whose decision shall be final.

25. ARBITRATION:

- (a) Any dispute which is not resolved amicably by conciliation shall be settled through arbitration. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi or such other rules as may be mutually agreed by the Parties and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 (including any statutory modifications thereof for the time being in force and as may be enacted from time to time) .The venue of such arbitration shall be Kolkata and the language of arbitration proceedings shall be English.
- (b) There shall be Board of three arbitrators, of whom each party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- (c) The proceedings of the Arbitration shall be held in English language and shall be held only at Kolkata. The award of the Arbitration shall be final and binding on both the parties to the Contract.
- (d) Pending resolution of any dispute pursuant to Arbitration, under all circumstances the Contractor shall continue to remit the agreed instalments of money to WBHDCL as prescribed in this Agreement including when the dispute is about the amount to be remitted.
- (e) The Agreement shall be governed by and construed in accordance with the laws of India and the Courts at Kolkata shall have the exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Agreement

26. SEVERABILITY:

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

27. BREACH:

Any breach of the terms and conditions herein contained in this Contract, which may or may not, cause any financial loss to WBHDCL shall entitle WBHDCL to terminate this Contract at WBHDCL discretion, notwithstanding anything contrary contained in any of the Clauses in this Contract.

28. WAIVER:

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

29. ASSIGNMENT:

The Contractor undertakes not to assign any right and/or obligation of this Agreement to any other person without prior consent of WBHDCL in writing.

30. WINDING UP:

In the event the Contractor being a Cooperative Society is ordered to wind up by the Registrar , the Agreement shall forthwith stand terminated without prejudice to any other rights or remedies of WBHDCL under this Agreement .

31. ABANDONMENT:

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

32. INDEMNITY:

The Contractor agrees to assume liability for and agrees to indemnify and hold harmless WBHDCL and its officers, agents and authorized representatives against all liabilities, damages and expenses arising from any claims for damages, suits, proceedings, recoveries, judgments or executions (including, but not limited to litigation costs and expenses and reasonable User Fees) which may be made or recovered from or be asserted against WBHDCL by reason of any acts, omissions (whether negligent or otherwise) or due to misconduct or breach of applicable laws or breach of the provisions of this Agreement by the Contractor including its agents, survivors and personnel.

33. TERMINATION FOR CONVENIENCE:

- (1) WBHDCL shall be entitled to terminate this Agreement at any time after giving notice to the Contractor as under in writing and in that event, the Contractor shall not be entitled to any claim, or any compensation whatsoever on account of such termination.
- (2) No Pre-mature termination of the Agreement by the Contractor will be allowed.

34. DECISION OF AUTHORITY: FINAL AND BINDING

Except where otherwise provided or specified in this Agreement and subject also to such powers as may be delegated by the State Government to WBHDCL from time to time, any decision of WBHDCL for the time being on all questions and matters 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 subsistence of this Agreement or at any time thereafter, shall be final and binding on the parties to this Contract.

35. INTEGRATED CONTRACT:

The following documents shall constitute the entire agreement between WBHDCL and the Contractor, and each shall be read and construed as an integral part of the Agreement:

- (1) This Agreement;
- (2) the letter of award dated December 9, 2016; and
- (3) The Notice Inviting Tender bearing reference no.-----
-

In the event of any ambiguity or conflict between the documents listed above, the order of precedence shall be the order in which the documents are listed above.

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

36. STAMPING AND ENGROSSING:

It would be the sole responsibility of the Contractor to comply with the applicable laws in this regard.

If an occasion arises for WBHDCL to pay for the cost of stamping and engrossing of the Agreement, the same shall be recovered from any security deposited by the Contractor with WBHDCL in respect of any User fee plaza.

37. AMENDMENT:

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

ANNEXURE I
User Fee Rates

Sl No	Particulars	Proposed rate (in ₹)	
		One Way	Both way
1.	Motorised Van	15	20
2.	Car/Jeep/Van/Taxi/Mini Bus/Tractor without trailer	15	20
3.	Full bus/ LCV (Mini Truck)	30	50
4.	2 – Axle Rigid Truck	30	50
5.	Tractor with trailer	40	60
6.	3 – Axle Rigid Truck	60	100
7.	Multi – Axle Rigid Truck/Truck – Trailer (Artic/Semi-artic)	120	200
8.	The list of exempted vehicle (Zero user fee vehicles) is enlisted in table below vide Annexure-A.	0	0

ANNEXURE II
Exempted Vehicles

1) Transporting and accompanying
a. the President of India; b. the Vice-President of India; c. the Prime Minister of India; d. the Chief Justice of India; e. the Governor and Lt. Governor of the State; f. Cabinet Ministers and Ministers of State of the Union; g. the Members of Parliament; h. the Chief Minister; GoWB i. the Chief of Staff holding the rank of full General or equivalent rank in other services of armed forces; j. the Chief Secretary of the State; k. the Secretary, Council of States; l. the Secretary to the Government of India; m. the Secretary to the State Government n. the Secretary to the Legislative Assembly of the State o. Judges of the Supreme Court of India; p. Presiding Officers of Central and State Legislatures; q. the Chief Justice of the High Court; r. Chief Ministers of other States; s. the Army Commander or the Vice-Chief of Army Staff and equivalent in other services; t. Foreign dignitaries on State visit; and u. Members of Legislative Assembly of the State, if he or she produces his or her identity card issued by the concerned Legislature v. The awardee of Param Vir Chakra, Ashok Chakra, Maha Vir Chakra, Kirti Chakra, Vir Chakra and Shaurya Chakra, if such awardee produces his or her photo identity card duly authenticated by the appropriate or competent authority for such award.
2) Used for official purposes by—
a. the Ministry of Defense including those, which are eligible for exemption in accordance with the provisions of the Indian Toll (Army & Air Force) Act, 1901 and the rules made thereunder as extended to Navy also; b. the Central and the State Armed Forces in uniform including Paramilitary Forces and Police; c. an Executive Magistrate; d. Fire-fighting Department or organization; e. The mail vans of Department of India Post; and f. Highway Authority nominated by WBHDCL using vehicle for inspection, survey, construction or operating and maintenance of the highway, bridge or bypass.
3) Used as Ambulance or Dead Body Carrier (Hearse)
4) Two Wheelers /Three Wheeler/Auto Rickshaw/Cycle/Cycle Rickshaw/Bullock cart,

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

For and on behalf of
(Signature)
Name:-
Designation:-
Place:-

In the presence of
1. Signature:
Name:
Address:
2. Signature:
Name:
Address:

For and on behalf of
(Signature)
Name:-
Designation:-
Place:-

In the presence of
1. Signature:
Name:
Address:
2. Signature:
Name:
Address:

** Contractor must affix its seal.*