

Siliguri Jalpaiguri Development Authority
AN IS/ISO 9001:2008 CERTIFIED ORGANISATION
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Memo No 1293/III/Plg/783/13/P-II
/SJDA

Dated 08/10/2020

NOTICE INVITING E- BID OF TOLL COLLECTION AT FULBARI

N.I.B. NO. 02/ADMN/TOLL – FULBARI/2020-21 of SJDA (2nd Call)

Siliguri Jalpaiguri Development Authority invites online E-bid from individual Company registered under Company Act or from Joint Venture/Consortium intending to participate for the following work.

1.1 Name of the work: Collection of toll at Fulbari Toll gate, Fulbari including handling, operation, maintenance, renewing and renovation, upgrading of existing electronically operated Toll Collection system as per requirement.

1.2. Period of Contract: 1 (one) year, renewable after every 06 (six) months depending on satisfactory performance. Siliguri Jalpaiguri Development Authority reserves every right to terminate the contract anytime before the above specified time period as per the conditions mentioned in this notice, if the situation so demands.

1.3 Existing Toll Collection system and location: The Toll Plaza having electronically Toll Collection system is situated in Fulbari, near Fulbari Patha Sathi. The Toll Plaza is electronically operated Toll bars with computerized network. The existing electronic Toll Collection system is in operation for more than 5(Five) years. The new contract will have provision to utilize the existing Toll Collection system after necessary renewing, up-gradation etc. by the new entrant at his own cost.

1.4 Scope of work: The work consist of handling, operation, maintenance, renewal & renovation, upgrading of existing electronically operated Toll Collection system which will be handed over to the new agency in working condition with Toll Gates, Toll Counter integrated with computer network system and collection of toll from notified vehicles crossing the toll plazas at Fulbari on behalf of SJDA at rates prescribed for each category of vehicles, making payments of consideration money to SJDA as per contract providing all necessary manpower using existing electronics and other equipments already installed in Toll Plaza, providing additional equipments as per requirement, security arrangements for smooth operation of collection and handing over the entire property to the authorized agency of SJDA in working condition on completion of the contract period.

1.5. Eligibility of the Agency:

The agency must have financial capacity to operate the toll gate for which he has to submit bank solvency certificate issued from nationalized bank in the prescribed format in Annexure – I of not less than 6 crores for 6 months period and also net worth certified by the Chartered Accountant in format Annexure – II, has to be submitted as bid document.

A. Technical Criteria:

i) No minor or one who has been adjudged insolvent or who or whose directors or partners or any one of them, have/has been convicted of an offence involving moral turpitude or who has been black listed by the Central or State Government or Siliguri Jalpaiguri Development Authority (SJDA) will be eligible to submit any offer and if any such offer is submitted the same shall be invalid.

ii) To be eligible for award of the contract the bidder shall provide satisfactory evidence to the SJDA of his eligibility and adequacy of resources to carry out the work of installation and of toll collection effectively for the entire contract period.

Experience of operation:

- (a) Preferably the bidder may have **minimum 3(three) years experience** of operating either a **Toll Bridge** or a **Toll Road**.

B. Financial Criteria:

- i) IT returns acknowledgement receipt for the last 03 assessment years, 2018-19, 2019-20, 2020-21, GST registration certificate, PTCC for the financial years 2020-21, valid Trade licence.
- ii) Audited Balance Sheets along with Profit & Loss account certified by Chartered Accountant for the last three financial years in case of companies. In other cases tax audit report along with Balance Sheet and Profit & Loss account, duly certified by Chartered Accountant in terms of section 44B I.T.
- Act. Net worth of the enterprises in last three years certified by the Auditor shall be given separately.
- iii) An affidavit of Rs.150/- Court Fees stamps stating that the bidder.
- (a) Has not been declared bankrupt by any institution or Government.
- (b) Has not been black listed by the Government or any other organization for failure to pay any dues or for any other reason.
- (c) Has not been adjudged by any court as Insolvent or was/were not convicted under any Law for an offence involving moral turpitude or any criminal activities.

All documents in support of financial criteria are to be submitted duly certified by Chartered Accountant.

C. Joint Venture/Consortium:

- i) Offer submitted by joint ventures or consortium of two or more bidders shall comply with the following requirements.
- ii) The joint venture agreement, should confirm in clear and definite manner, the proposed financial and administrative arrangement for the management and execution and work of toll collection. The delineation of duties / responsibilities and scope of work to be undertaken by each party and the authorized representative of the Joint Venture. One of the firms will act as lead partner representing the Joint Venture/Consortium and the duties/responsibilities and power of attorney, details of experience and performance of each of the parties to the Joint Venture/Consortium on works of similar nature within the past three years should be indicated.
- iii) Lead partner of Joint Venture or Consortium shall qualify all technical criteria at its own capacity and minimum 50% of financial criteria.
- iv) Lead partner shall have at least 51% share of holding in the company.
- v) For indicating a lead partner legal and valid agreements among the partners of Joint Venture/Consortium will be made.

The Joint Venture Agreement will be binding on all the partners jointly and separately.

D. General:

Agencies are requested to submit self attested copies of (i) PAN Card, (ii) GST registration certificate, (iii) Service Tax registration certificate and furnish Telephone No., Mobile No., Fax No. and Postal (detail address of communication) & Email address of the agency.

1.6 BASE RATE:

Rs. 1 crore 10 lakhs (one crore ten lakhs only) per month, which will be increased 5% after every year if the contract agreement is extended for another year from the second year till the validity of contract agreement.

The quoted amount payable to the SJDA shall not be below Rs 1crore 10 lakhs (rupees one crore ten lakhs only) per month which will be the base rate, excluding Govt. Taxes as applicable. Rate offered below the base rate will not be accepted and will be treated as rejected.

ALL THE INTENDING BIDDERS SHOULD OFFER THE LUMP SUM BID PRICE/MONTH WHICH SHOULD NOTBE LESS THAN THE BASE RATE (excluding Govt. Taxes as applicable).

Government taxes like GST and TCS etc. has to be borne by the bidder in addition to the accepted bid rate.

1.7 Self attested authentic documents signed by the authorized representative of the company should be submitted in support of all particulars. Original documents may be verified by SJDA at any time as per necessity.

1.8 Chief Executive Officer, SJDA reserves the right to reject the bid at any stage without assigning any reason to the applicant and no claim in this respect will be entertained.

1.9. The bid of Only Firms/Joint Ventures/Consortiums qualified under this procedure will be invited by SJDA for the contract package.

1.10 Applicants will be intimated in due course of the results of their applications.

1.11. Schedule of the participating in the bid is as hereunder:

Sl. No	Particulars	Date & Time
1	Date and time of Publishing of Bid (<i>online</i>)	5.11.2020 at 4.00 p.m
2	Bid documents download and uploading of bid start date and time (<i>online</i>)	5.11.2020 at 4.00 p.m
3	Bid proposal download &Uploading ended date & time (<i>online</i>)	26.11.2020 at 4.00 p.m
4	Bid opening date forTechnical Proposal (<i>online</i>).	27.11.2020 at 11.00 a.m
5	Bid opening date forFinanical Proposal (<i>online</i>).	Will be declared after Technical Evaluation.

2.0 ELIGIBILITY AND QUALIFICATION OF BIDDERS :

The offer is open to prospective bidders after scrutiny of documentsubmitted by applicants in response to Notice Inviting Bid.

3.0 COST OF BIDDER:

The bidder shall bear all cost associated with the preparationand submission of his offer and the Employer will in no case shall be responsible orliable for these cost regardless of the conduct or outcome of bidding.

4.0 SITE VISIT:

The bidder should visit and examine the site of toll collection and its surrounding and satisfy himself, at own cost and responsibility about all information such as traffic data, availability of electricity, water, labour, manpower and other relevant information, that may be necessary for preparation of the offer.

The bidder should make his own assessment of traffic and submit the offer as per his own judgment.

Note: Heavy Goods Multi Axle trucks without trailer will not be considered as HCV for the purpose of collecting toll rates. Tractor with trailer will be considered as HCV category. Agricultural tractor trailers are also tollable.

OFFER DOCUMENT

5.0 CONTENTS OF OFFER DOCUMENT: The tender documents shall comprise of:

Part-1 (Technical Proposal) and **Part-2** (Financial Proposal) which are to be submitted Online. Earnest money to be submitted will be a part of technical proposal.

The bidder is expected to examine carefully all instructions, conditions and terms of the offer. Failure to comply with the requirements of the offer documents will be at the bidder's risk.

6.0 OFFER PRICES: The bidder shall quote his offer (upfront fee) as a lumpsum bid price per month. Highest bidder (H1) will generally be accepted for contract. GST and other government taxes will not be included in the offer and these government taxes will be calculated separately as per the extant government norms payable by the bidder.

6.1 The offer price quoted by the bidder shall include all the costs towards Collection of Toll at fulbari toll including handling, operation, maintenance, renewing and renovation, upgrading of existing electronically operated Toll Collection system as per requirement with reference to tender documents. The bidder shall provide for all superintendence, labour, material, plant, equipment, environmental measures and all other things required for work of toll collection including all taxes, duties, royalties, octroi and other charges payable under the law. Service Tax, if applicable, as also Tax Collection at Source (TCS) will be payable by the contractor.

6.2 Offer shall be quoted in words as well as in figures.

6.3 Payment: The successful bidder has to pay three months upfront money in advance failing which the work order will not be issued and earnest money will be forfeited.

7.0 QUOTING OF RATE:

7.1 Rate is to be quoted for 1(one) month i.e. per month. **While putting the rate, it is to be kept in mind that GST, TCS & other taxes as applicable will be added to the quoted rate amount as per Govt. rules. [Also 5% (five) increase after every twelve months upon the quoted accepted rate from the 2nd year onwards] if the contract agreement is extended**

Rate should be quoted both in figure and words.

Quoting of Multiple Rates and Overwriting will be disqualified.

7.2 Mode of payment of upfront fee (offered amount) : upfront fee shall be paid every month in advance within first seven days by the bidder to SJDA as per rate offered by the successful bidder accepted by SJDA. Failure to pay the upfront fee within scheduled time will lead to realization of penalty charges from the contractor @ 1% of the upfront fee per day from the last date of the scheduled period.

8.0 EARNEST MONEY: Earnest money amounting to Rs 10 lakhs (ten lakhs only) to be submitted online in favour of the Chief Executive Officer, Siliguri Jalpaiguri Development Authority (To be converted into Security Deposit on selection of successful bidder) . At the time of uploading the E-Bid, the intending bidder should select the Bid and initiate payment of pre-defined EMD for that Bid by selecting from either of the following payment modes:

i) Net banking (any of the banks listed in the ICICI Bank Payment Gateway) in case of payment through ICICI Bank Payment Gateway.

ii) RTGS/NEFT in case of offline payment through bank account in any bank with his/ her tender/ bid as per Memorandum No.3975-F (Y) dated.28/07/2016 of Secretary to the Govt. of West Bengal, Finance Department. The H1 bidder shall make the Formal Agreement after getting the letter of acceptance (LOA) issued by the Bid Inviting Authority. Failure to make the formal agreement within the time period as prescribed in the Letter of Acceptance (LOA) for the purpose, may be construed as an attempt to disturb the tendering/ bidding process and will be dealt with accordingly in a legal manner as deemed fit including blacklisting the bidder.

8.1 Any offer not accompanied by the Earnest Money shall be summarily rejected. The earnest money of a joint venture must be in the name of the joint venture submitting the offer.

8.2 In the event of his offer being accepted, subject to provisions of the sub clause below, the earnest money converted into security deposit till the end of the contract period.

8.3 In the event of offer being not accepted, the amount of the earnest money deposited by the bidder shall be refunded to him as promptly as possible after signing of contract agreement with the selected agency. The earnest money of all unsuccessful bidders will be refunded without any interest and on specific written request from the bidders.

8.4 If after submission of the offer, the bidder withdraws his offer or modifies the same or if after acceptance of his offer fails to furnish the first upfront payment within the stipulated time, without prejudice to any rights and powers of the Employer hereunder or in law, the Employer shall be entitled to forfeit the full amount of earnest money deposited by the bidder.

9.0 SECURITY DEPOSIT

The successful bidder has to submit 50 lakhs (Fifty Lakhs only) as security deposit before issuance of the LOA and finalization of bid. The EMD of the successful shall also be converted into the Security Deposit.

10.0 INVENTORY REPORT

- 1) The successful bidder before taking over the entire property of toll plaza including existing electronic and other installed equipments and inventory report with representative of SJDA .
- 2) After taking over the existing system in running status, additional equipments for renovation or up-gradation may be provided by the selected agency at his own cost, subsequently for smooth and efficient operation of Toll Plaza as per need.
- 3) Upkeep and maintenance of toll plaza building, toll lanes, signages, lane marking, glow signs, lighting of the area and toll plaza building, water supply, sanitation and any other allied works shall be the responsibility of the bidder. The road area shall include median, footpath, adjoining parapet wall, railing, drainage, gully pits etc. and also pavement of the carriageway.

- 4) Management of administrative office and toll collector's office and operation of electronic toll collection system engaging technical, administrative and field level personnel round the clock will be responsibility of the bidder.
- 5) Traffic management without causing any disruption, congestion and waiting of traffic will be responsibility of the bidder.
- 6) Security arrangement in and around the toll plaza will be responsibility of the bidder.
- 7) Disaster management in case of accidents, fire, local conditions etc. will be responsibility of the bidder.
- 8) Bidder will also make provision of Trauma ambulance and Break-down Van (Wrecker) of approved capacity for 24 hours x 365 days
- 9) Dealing with the passengers, drivers and other users etc. and maintaining contacts with SJDA office, local Police Stations and as well as local administration will also be responsibility of bidder.
- 10) Arrangement of stand-by generator of adequate capacity for uninterrupted supply of electrical power shall be made by bidder.

11.0 OFFER LIABLE FOR REJECTION: The offer is likely to be rejected if on opening it is found that any of the following cases has been detected in the tender document:

- a) The bidder has not strictly followed the procedure laid down for submission of offer.
- b) The bidder has proposed additional conditions.
- c) Additions, corrections or alterations are made to the printed/stipulated conditions by the bidder on any page of the offer document.
- f) The bidder has made misleading or false representations in any of the forms, statements and attachments submitted in proof of the qualification requirements, and /or a record of poor performance such as abandoning the toll collection work, not properly completing contracts, inordinate delay in payment of installments, litigation history or financial failure, etc.

12.0 SIGNING OF AGREEMENT:

At the same time the SJDA will send the successful bidder the Form of Agreement to fill up in the appropriate manner for submission to SJDA.

Within seven days of receipt of the Form of Agreement, the successful bidder shall sign the Form and return it to the SJDA.

13.0 ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirements of Clause 40 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money.

14.0 ISSUE OF (LOA) LETTER OF ACCEPTANCE:

After fulfillment of all the criteria **submission of the first upfront fee in advance** and signing of the agreement, the SJDA shall issue the Letter of Acceptance. The LOA shall be the authority for the contractor to take over the entire property in connection with Toll Plaza at Fulbari toll as well as to collect toll collection including maintenance, upgradation etc. Period of handing over and taking over of Toll Plaza with all allied equipments and date of commencement of toll collection shall be mentioned in that LOA.

15.0 ASSIGNMENT AND SUBLETTING:

15.1 The Contractor (bidder) shall not assign the Contract save and except with prior consent in writing of SJDA which consent SJDA shall be entitled to decline without assigning any reason whatsoever.

15.2 The Contractor (bidder) shall neither create nor permit to subsist any encumbrance over or otherwise transfer or dispose of all or any of its rights and benefits under this agreement to which contractor is a party except with prior consent in writing of SJDA, which SJDA shall be entitled to decline without assigning reason whatsoever.

16.0 CONTRACT DOCUMENT:

16.1 Language: The language of the contract is English.

16.2 Law: The contract shall be governed and construed in accordance with the law of India. No suit or other proceedings relating to performance or breach of contract shall be filed or taken by the contractor in any Court of Law except Principal Court of Ordinary Civil Jurisdiction within Jurisdiction of Siliguri.

17.0 CONTRACTOR'S GENERAL OBLIGATIONS:

17.1 To demand and collect toll on behalf of SJDA only from specified vehicles, Motor Vehicles and trailers drawn by such vehicles that pass over the said toll station, at the prescribed rates of toll stipulated in the contract and modified from time to time with orders communicated by SJDA.

17.2 To issue receipt for the amount of toll collected to vehicle operator in the form prescribed.

17.3 To arrange collection of toll efficiently in such a manner that the traffic at the said site is not unreasonably detained resulting in blocking up of traffic and there shall be no complaints from passengers about undue waste of time or detention of vehicles for more time than due for exit.

17.4 To use the toll station only for the purpose of collection of toll and for no other purpose whatsoever and to protect, preserve and maintain it.

17.5 To collect and submit data of toll and exempted vehicles in the form prescribed by the SJDA on request of SJDA.

17.6 Upon expiration or earlier termination of this agreement to return the toll station to the SJDA in the same condition in which it was handed over to the Entrepreneur/s, subject to reasonable wear and tear along with all new installations/additions/ alterations, equipments supplied and installed subject to reasonable wear and tear but in good working order.

17.7 To pay to SJDA cost of making good the damage caused to the said toll station forthwith on demand.

17.8 To make the necessary arrangement for lighting to ensure proper working of the toll station and regulation of traffic through it.

17.9 Making provision of own electric arrangement and electric lighting/lanterns/etc. and modifications/augmentation of the installations if system installed by SJDA is insufficient or insufficient in working, insufficient numbers including all expenses required for entire period of the agreement including provision of separate metering system if necessary, up-gradation and modernization of the set up as per international standards. If, for any reason, any arrangement for providing electricity from the sub-station of SJDA, the Contractor shall have to deposit monthly charges as will be estimated based on the electrical loads by the SJDA.

17.10 Paying punctually the electricity charges, telephone charges, mobile phone charges and water supply charges payable in respect of consumption at the toll station including its command area to the respective authorities supplying such services, as they become due and payable and not to allow them to fall in arrears, for the entire period of agreement.

17.11 To replace at his cost bulbs and tubes and other electric accessories in the toll station and its command area, if needed.

17.12 To make his own additional arrangements for water supply and sanitary arrangements required for his staff. If, for any reason, arrangement for supply of water is made from the end of SJDA through existing

tubewell and pumps, the Contractor shall make payment for the same according to the estimated cost to be assessed by SJDA.

17.13 To deposit the fixed lumpsum amount per month within seven days counting from the 1st date of every month without fail and intimate the same to the SJDA with relevant records.

17.14 To permit the officers duly authorized by the SJDA in that behalf, at any time or times during the subsistence of this agreement to enter upon the premises of toll station for the purpose of inspection verification and audit.

17.15 To give all required information and inspection of records to the authorized officers of SJDA regarding collection of toll if asked for.

17.16 To carry out and observe the directions that may from time to time be given to the successful bidder by the competent officer of SJDA.

17.17 To exhibit at a place to be indicated by the SJDA in the vicinity of the said project, boards of such size and design as may be prescribed by the SJDA, on which the rates at which tolls have been levied on the said section of a road and conditions of levy are written and to preserve and take care of such boards at his cost.

17.18 To comply with the provision of the West Bengal Motor Vehicles Tax Act and rules made there under and any other law/rules applicable.

17.19 To maintain all electronic, electric equipments and computers in good working conditions during the entire period of Agreement.

17.20 To promptly replace consumable spare parts of above equipments mentioned in clause 17.19 at his own cost.

17.21 No toll shall be charged from Ambulances on duty, Military and Police vehicles, government vehicles and vehicles of emergency services and Fire Fighting vehicles.

17.22 Making provision for Trauma Ambulance and Wrecker of approved capacity in operative conditions round the clock for the entire period of contract, the cost of which will be borne by the bidder.

17.23 Making provision for security arrangement in and around the toll plaza and also arrangement of stand-by generator of adequate capacity for uninterrupted supply of electrical power for the entire period of contract, the cost of which will be borne by the bidder.

17.24 Service Tax if applicable will be payable by the Contractor.

17.25 GST and other government taxes and duties including Tax Collection at Source (T.C.S.), as applicable for Toll Collection will be payable by the Contractor.

17.26 All necessary registers such as vehicle counting registers etc. are to be maintained by the contractor and also monthly report to be furnished to SJDA.

17.27 'Contractor' and 'bidder' mentioned herein will have similar meaning and is the successful bidder who has executed contract agreement with SJDA for collection of toll at Fulbari toll gate after acceptance of his offered rate by SJDA.

18.0 PAYMENT OF LUMP SUM UPFRONT PAYMENT:

18.1 After the receipt of demand notice from SJDA, the specified first month's Lump sum upfront payment shall be made in advance and subsequently all the payments for each month shall be made in advance within seven days from the 1st day of each month by the bidder failing which the security deposit shall be forfeited, also leading to cancellation of the contract agreement as per clause 40.

18.2 Also 5% (five) increase every year i.e. after every twelve months upon the quoted accepted rate from the 2nd year onwards shall be paid by the contractor to SJDA if the contract agreement is extended. Extension of contract agreement is solely on discretion of SJDA.

19.0 CONTRACT AGREEMENT: The contract shall when called upon so to do, enter into and execute the contract agreement enshrining the conditions mentioned in the notice inviting E-Bid, to be prepared and completed at the cost of the contractor's, with such modifications as may be necessary.

20.0 SUFFICIENCY OF OFFER: The contractor shall be deemed to have satisfied himself as to correctness and sufficiency of the offer which shall, except in so far as it is otherwise provided in the contract, cover all his rights and obligations under the contract and all matters and things necessary for proper completion of the work.

21.0 UNFORESEEN PHYSICAL OBSTRUCTIONS OR CONDITIONS: During the period of the contract, if the contractor encounters physical obstructions or physical conditions other than climatic conditions which obstructions or conditions in his opinion not foreseeable by an experienced Entrepreneur, the contractor shall give notice to the SJDA. The SJDA in such cases may consider such measures as to compensate the contractor towards losses suffered by him due to such obstructions. The decision of SJDA shall be final and binding in such cases.

22.0 CONTRACTOR'S EMPLOYEES: The contractor shall provide on the site in connection with the toll collection work capable persons who are efficient and experienced in this kind of work and leading hands as are competent to give proper superintendence of the collection work. The contractor shall follow all rules and regulations under the Labour Laws applicable. The contractor shall not make any change in software or the system of computers without prior written consent of the SJDA. The contractor shall provide all stationery required for toll collection work and for computers/smart cards etc., at his own cost.

23.0 The SJDA shall be at liberty to require the contractor to remove from the collection work such person who in the opinion of the SJDA misconducts himself or is incompetent or negligent in the proper performance of his duties or whose presence at the toll station is considered undesirable or is nuisance to passengers or traffic generally.

24.0 SAFETY, SECURITY AND PROTECTION OF ENVIRONMENT: The contractor shall throughout the period of contract have full regard for safety of all persons entitled to be upon the site in an orderly state appropriate to the avoidance of danger to such persons specially from moving traffic.

25.0 The contractor shall provide all necessary safety equipment such as reflective vests, helmets to the persons employed by him.

26.0 The contractor shall provide and maintain adequate lights, guards, warning signs when and where ever required.

27.0 CARE OF SJDA'S EQUIPMENT AND PROPERTY: A list of equipments/materials of SJDA as are available at toll plaza in use and as will be considered essential for use by the contractor shall be handed over to the contractor by SJDA or his authorized representative after proper inventory recorded jointly by the SJDA or his authorized representative and the contractor. The contractor shall take full responsibility for the care of materials and equipment of the SJDA which are given to the contractor by the SJDA or his authorized representative throughout the entire period of contract. Any cost towards damages except normal wear and tear to such property/equipment shall be recoverable from the CONTRACTOR. Contractor shall procure all the necessary materials/equipments required for all toll collection work other than those handed over by SJDA, at his own cost.

28.0 DAMAGE TO PROPERTY AND PERSONS: The Contractor shall, except if and so far as the Contract provides otherwise indemnify and keep indemnified the SJDA against all losses and claims in respect of (a) death of or injury to any person (b) loss of or damage to any property which may arise out of or in consequence of the toll collection work and against all claims proceedings, damages, costs and expenses whatsoever in respect thereof or in connection therewith.

29.0 INSURANCE AGAINST ACCIDENT TO WORKMEN: The Contractor shall insure his workmen, equipment etc. No additional burden should fall on the SJDA due to absence of insurance, if any.

30.0 INSURANCE AGAINST THEFT AND FIRE: The contractor shall take out all necessary insurance against theft, dacoit, fire or other contingencies against loss to toll station or amount collected by toll.

31.0 COMPLIANCE WITH STATUTES OR REGULATIONS: The Contractor shall comply with all Central or State Statutes, Rules or other Regulations.

32.0 PATENT RIGHTS: The Contractor shall indemnify the SJDA from and against all claims and proceedings for or on account of infringement of any patent rights, design trade mark or name or other protected rights in respect of CONTRACTOR's equipment material or plants used by Contractor in connection of the work.

33.0 CONTRACTOR TO KEEP ROAD LANES CLEAR: During the collection work the Contractor shall keep the lanes and adjoining area free from all unnecessary obstruction and shall see that the traffic flow is smooth and is not affected and the obstructions do not become a cause of accident or complaint from public. Contractor shall always keep the entire lanes operative all the time irrespective of volume of traffic. The Contractor shall always take written consent of SJDA before making any lane inoperative quoting justification for the same.

34.0 COMMENCEMENT OF TOLL COLLECTION WORK: The contractor shall commence the work on the date specified in the commencement order to be issued by SJDA through LOA.

35.0 CONTRACT PERIOD: The period of the contract shall be 3 months renewable for another 3 (three) months on satisfactory performances, from the date of order of commencement of toll collection issued through LOA by SJDA.

36.0 RISK: The SJDA bears no responsibility for the following risks and donot owe to the contractor any compensation or relief arising out of such risk:

a) War, Hostilities, Invasion, act of foreign enemies.

- b) Ionizing radiation or contamination by radio activity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- c) Riot, commotion, disorder etc.
- d) Any other operation of the forces of nature.
- f) Repair work or any construction works undertaken by the SJDA, Government, and other Government Authorities on section of road in the approach portion of toll plaza resulting in total closure of traffic at the site of toll collection.

37.0 RATES OF TOLL

The rate/s so fixed by SJDA shall be displayed on a board/s erected at the prominent location decided by the SJDA in the vicinity of the toll station, of the size and design as may be prescribed by the SJDA or its authorized representative. The Contractor shall display the rates and concessions in bold letters in Hindi, Bengali and English at various locations near toll station. The Contractor shall give numbered receipt to every vehicle paying the toll.

SI No	Types of vehicle	Rates (per vehicle)
1	Light Car, Taxi, 3 wheelers (auto)	Rs 5.00 per trip
2	Small or light commercial vehicles (including state transport vehicles & tea leaf vehicles, poultry farm vehicles)	Rs 5.00 per trip
3	Lorries for carrying sand and bazree only	Rs 1300.00 per month
4	2 Axel vehicle to 3 Axel vehicle (including local trucks and tankers)	Rs 100.00 per trip
5	4 axel to 6 Axel vehicle	Rs 120 per trip
6	Above 6 Axel vehicle	Rs 150 per trip
7	If any damage occurs to toll gate and machines due to rash driving or misconduct	Rs 500.00 for each occurrence

38.0 VEHICLES EXEMPTED FROM TOLL

Following vehicles shall be exempted from the toll charges:

1. Government Vehicles.
2. Vehicle of Central and State armed forces including paramilitary forces and police.
3. Ambulance
4. Vehicles for funeral/ mortuary van.
5. Vehicles of emergency services like fire fighting vehicles, Disaster Management vehicles etc.

39.0 VARIATION OF TOLL RATES: The contractor shall not have any right to vary the toll rates for each category of vehicle without the written order of SJDA. If the existing rates of toll levied on the specified vehicles are varied at any time by SJDA during the subsistence of the agreement, there would be corresponding revision in the amount of agreed consideration by way of recovery in accordance with the following formula.

Reduction/ Additional amount of consideration money upfront monthly fee consequential to variation of toll rates will be shared in the proportion 90% of the amount of additional toll collection SJDA and 10% by the Contractor.

40.0 TERMINATION:

40.1 If the contractor has defaulted on making payment within the stipulated time period and such default is not cured within 15 days of demand letter issued by SJDA.

40.2 If any toll Plaza is operationalized by NHAI between the stretches from Ghospukur to Jalpaiguri, then SJDA is in right to review the entire contract including termination of the contract.

40.3 SJDA at any time terminate the agreement by giving one month notice in writing.

40.4 If any information of overcharging beyond the approved rate, financial defalcation is proved after due enquiry by SJDA, then the contract shall be terminated forthwith.

40.5 If the Contractor is deemed by Law unable to pay his debts as they fall due or enters into voluntary or involuntary bankruptcy, liquidation or dissolution (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or becomes insolvent or makes an arrangement with, or assignment in favour of his creditors, or agrees to carry out the contract under a committee of inspection of his creditors or if a receiver, administrator, trustee or liquidator is appointed over any substantial part of his assets or if under any law or regulation relating to reorganization, arrangement or readjustment of debts, proceedings are commenced against the Contractor or resolutions passed in connection with dissolution or liquidation of if any steps are taken to enforce any security interest over a substantial part of the assets of the CONTRACTOR, or if act is done or event occurs with respect to the Contractor or his assets which, under any applicable law has a substantially similar effect to any of the foregoing events. The contract may be liable to be terminated.

40.6 Further in the following cases when the Contractor:

- a) Has repudiated the contract or,
- b) Has failed to comply with the instructions issued by SJDA or authorized officer or
- c) Despite previous warning is otherwise persistently or flagrantly neglected to comply with any of the obligations under the contract.
- d) Committed any breach of any of the terms of contract, or
- e) Has given false or untrue information regarding eligibility to bid, as revealed at the selection process is over or even earlier or
- f) Non courteous, rude behavior with the travelers
- g) Breach of any of the terms and conditions of the contract for any reason whatsoever.

For any of such breaches, the contract may be liable to be terminated.

40.7 if the CONTRACTOR/s being a natural person/s die/dies or being a natural person or a partnership firm is adjudged insolvent or commit any criminal activity or act of moral turpitude or detained under any preventive law i.e., TADA, FERA etc. or if the CONTRACTOR/s or servants of the CONTRACTOR/s are convicted of any offence under the State of West Bengal Prohibition Act, West Bengal Opium Smoking Act and/or the Narcotic Drugs and Psychotropic substances Act, or fails to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the contract shall forthwith, stand terminated.

41.0 PAYMENT UPON TERMINATION:


a) Upon termination of the contract under all the Clauses as mentioned in clause 40 the Contractor shall not be entitled for any refund of Lump sum upfront Payment and Employer shall take action as per the agreement.

42.0 CLOSURE OF CONTRACT AT THE OPTION OF THE CONTRACTOR: Should the contractor decide to take exit from the obligation of the contract at any time, he may do so with clear one month's notice to SJDA.


43.0 RECOVERY OF DUES: The SJDA shall, without prejudice to its any other rights and remedies, be entitled to recover from the CONTRACTOR/s all amounts due to or recoverable by SJDA from him/them under the contract.

Memo No: 1293/1(F)/SJDA

1. Sri. Goutam Majumder, E.E., SJDA.
2. Associate Planner, SJDA, for uploading in the website.
3. Notice Board, SJDA.
4. Joint Director, Tourism Department, Mainak Tourist Lodge, Siliguri.
5. Notice Board, Siliguri Mahakuma Parishad, Siliguri.
6. Notice Board, Jalpaiguri Zilla Parishad, Jalpaiguri.
7. Notice Board, O/o the SDO, Siliguri.


Chief Executive Officer
Siliguri Jalpaiguri Development Authority.

Date: 08/10/2020


Chief Executive Officer
Siliguri Jalpaiguri Development Authority.

Recd on 4.11.2020

Asst. Comm. Secy
7/11/20.

3
4/11/20.

6/11/20

ANNEXURE – I

BANK SOLVENCY

To,
The Chief Executive Officer,
Siliguri Jalpaiguri Development Authority,
Siliguri

This is to state to best of our knowledge and information,
Mr/Ms/M/S _____ a customer of our bank is respectable and
as per the bank record in the past six months he had the financial capacity of Rs. 6
Crores.

It is clarified that this information is furnished not as a guarantor or otherwise. This
certificate is issued at the specific request of the customer and ascertaining his financial
capacity

Signature of Bank Manager

Place:- _____

Date:- _____

ANNEXURE – II

The net worth of Mr./Ms./M/S. _____ for the last financial year (2019-20) is Rs. _____ as per his / her / their book of accounts.

(Note: Net Wealth means sum of total of paid up share capital plus free reserve. Further any debit balance of profit and loss account and miscellaneous expenses to the extent not adjusted / or written off, if any, shall be reduced from reduced and surpluses)

Signature of Chartered Accountant

Name:- _____

Membership No:- _____

Seal