



HOOGHLY RIVER BRIDGE COMMISSIONERS

(A STATUTORY ORGANISATION UNDER GOVT. OF WEST BENGAL)
HRBC BHAVAN
ST. GEORGES GATE ROAD (MUNSHI PREM CHAND SARANI)
KOLKATA-700 021

Ph. No.: 033-2253-4130; Fax No.: 033-2248-0345

email: hrbcdirectorprandco@gmail.com

Notice Inviting e-Tender

Memo No.: HRBC/2B-13/2021/Pr & Co/73

Date: 20.09.2023

Notice Inviting e-Tender No. HRBC/PR and Co/02(3rd Call)/21-22 of the Director (Pr & Co), HRBC, invites e-tender for the work detailed in the table below.

(Submission of Bid through online)

List of Work:

Sl. No.	Name of the work	Earnest Money (Rs.)	Cost of Tender documents (Rs.)	Period of Contract	Name of the Concerned Officer	Eligibility of Contractor
	(1)	(2)	(3)	(4)	(5)	(6)
1.	Advertisement right for display of hoardings and kiosks of Gariahat flyover, A.J.C. Bose Road flyover and Nager Bazar Flyover (Dum Dum) & Bridge and Kiosks on lamp posts from – (i) Road divider from bridge bottom leading towards the Crossing of G.T. Road (Kajipara Crossing) on Jagat Banerjee Ghat Road. (ii) G.T. Road Crossing & Foreshore Road on Jagat Banerjee Ghat Road.	2,00,000.00 (Rupees two lakh only)	5,000.00 (Rupees five thousand only)	3(three) years from 30 th day of issue of the Letter of Acceptance	Director (Pr & Co), Hooghly River Bridge Commissioners	Agencies, individual firms, or individual advertisers with adequate financial capacity to fabricate, erect and illuminate different types of display Boards, hoardings boards and Kiosks on different structures. (Ref: Sl. 5 of this NIEt)

- To participate in the bid, an intending bidder is required to deposit the Tender fees and the Bid Security/Earnest Money Deposit of the amount specified in the NIEt online before proceeding to submit the bid through the Government of West Bengal e-procurement portal viz. <https://wbtenders.gov.in> with the help of his Digital Signature Certificate and using his login ID and password. The process of receipt and refund of Bid Security/Earnest Money Deposit shall be as per the procedure prescribed in the memorandum no. 3975-F(Y) dated 28.07.2016 of the Finance Department, Audit Branch, Govt. of West Bengal.**

The bidder will select the tender to bid and initiate payment of pre-defined Tender Fees and Earnest Money Deposit for that tender online, by the following payment mode:

- Net banking (any of the banks listed in the ICICI Bank payment gateway) in case of payment through ICICI Bank Payment Gateway;**
- RTGS/NEFT in case of offline payment through bank account in any bank.**

- The Bid/Proposal is to be submitted in two parts. The two parts of the proposal are: -
 - Part – 1: Technical proposal
 - Part – 2: Financial proposal
- Both **Technical Bid** and **Financial Bid** are to be submitted concurrently duly digitally signed by the tenderer through the website <http://wbtenders.gov.in> as per “Date & Time Schedule” as stated in sl. No. 9 of this NIT.
- Tender documents may be downloaded from website and submission of Technical Bid and Financial Bid will be done as per Time Schedule stated in Sl. No. 9.

Seal and Signature of the Tenderer

Director (Pr & Co), HRBC

5. **Eligibility and qualification requirements of Bidder:**
The eligibility of a bidder will be judged on the basis of the document(s) in support of the minimum criteria as mentioned below:
- 5.1. Work Experience / Credential
The prospective bidders shall have credential for completion of at least one similar nature of work during the last 5 (five) years prior to the date of issue of this N.I.T. The agency should submit completion certificate or certificate for execution of ongoing work from competent authority. [Refer Section B : Form No. II]
[Non-statutory documents]
- 5.2. Financial Capacity
The bidder should have a minimum average annual turnover duly certified by Chartered Accountant of Rs. 5 lacs during the last 3(three) years ending on 31st March 2023. [Refer Section B: Form No. III] mentioning the **UDIN No. and the certificate should be available in the domain of UDIN verification.**
[Non-statutory documents]
- 5.3 General Criteria
The bidder and each of the partners of joint venture company should submit the following documents:
- 5.3.1 The prospective bidders or any of their constituent partner should not have record of blacklisted or were not involved in any litigation with the Employer during the last 5 (five) years prior to the date of this N.I.T. Such litigation history etc., as mentioned above, will be considered as disqualification towards eligibility. A self-declaration in this respect through self-declaration [Refer Section B, Form V : “self declaration”] has to be furnished by the prospective bidders without which the Technical Bid shall be treated as non-responsive.
[Non-statutory documents]
- 5.3.2 Copies of Pan Card & GSTIN are to be accompanied with the Technical Bid documents.
[Non-statutory documents]
- 5.3.3 The bidder, if it is not a Proprietorship firm, should submit a written power of attorney authorizing the signatory of the bidder to commit the bid.
[Non-statutory documents]
6. Joint Venture Company or the Consortium must not have more than two members. While submitting proposal an MOU or a copy of agreement in the name of proposed company has to be attached with all particulars of the respective partners for evaluation of eligibility criteria. Earnest Money is to be deposited in the name of the proposed company or in the name of lead partner. Legal and valid agreements between the partners of Joint Venture Company/Consortium will be made indicating lead partner and the duties and responsibility of each of the partner shall be specifically included in the agreement. Copy of the said agreement duly self-attested shall be submitted before execution of agreement. Capabilities of both partners will be combined to evaluate the eligibility of the Joint Venture Company as stated in Sl. No.5.
[Non-statutory documents]
7. Bids shall remain valid for a period of 120 (one hundred and twenty) days after the date of Bid opening specified in Sl. 9 below.
8. Deleted.

9. **Date and Time Schedule:**

Sl. No.	Particulars	Date & Time
1	Documents download / sale start date (online)	20.09.2023 at 1.00 p.m.
2	Bid submission start date (online)	20.09.2023 at 1.00 p.m.
3	Bid Submission closing date (online)	13.10.2023 at 1.00 p.m.
4	Bid opening date for Technical Proposals (online)	16.10.2023 at 1.00 p.m.
5	Date of uploading list for Technically Qualified Bidder (online)	After evaluation of Technical Proposal
6	Date for opening of Financial Proposal (online)	To be notified later on

10. Incomplete tender will not be accepted under any circumstances.
11. The intending tenderers are required to quote the rate online.
12. During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect/ manufactured/ fabricated, that bidder would not be allowed to participate in the tender and that application will be rejected without any prejudice.
13. The HRBC authority reserves the right to reject or cancel the entire tendering process or to reduce the space, change location or exclude bridge, flyover or road divider from the offer submitted by the tenderer without assigning any reason whatsoever and no claim in this respect will be entertained.
14. Before issuance of the Letter of Intent, the tender inviting authority may verify the credential and other documents of the highest tenderer if found necessary. After verification if it is found that the documents submitted by the highest tenderer is either manufactured or false in that case Letter of Intent will not be issued in favour of the said Tenderer under any circumstances.
15. The Earnest Money of all the unsuccessful tenderers, will be released online as stated in clause no.1 of NIT.
16. This N.I.T. shall form a part of the contract document. The successful bidder on acceptance of his bid by the Accepting Authority, shall have to sign the contract consisting of N.I.T., Addenda / Corrigenda to NIT (if any), Agreement in between HRBC and Bidder in Non-Judicial Stamp Paper, Instruction to bidders, Terms and conditions of contract and additional instructions to bidders, all tender documents forming part of the bid as uploaded at the time of invitation of bid, the rates quoted online at the time of submission of bid and Letter of Intent thereof together with any correspondence leading thereto.
17. In the event of furnishing false/incorrect information by the agency the EMD in respect of such agency shall be forfeited. Further during the performance of the contract, if it is detected that the contract has been obtained by furnishing the false / incorrect information in the tender, the agreement is liable to be terminated and security money deposited by the contractor shall be forfeited and the contractor is liable to be blacklisted for a considerable period.
18. Tax invoice(s) needs to be issued by the supplier for raising claim under the contract showing separately the tax charged in accordance with the provisions of GST Act, 2020.
19. Rates on the BOQ format to be quoted in the Column no. - 13 considering per one sqm of the display area as stated in the column heading.

Area of display may vary for any of the Items in the Column no. – 20 as per site condition.

During issuance of LOI HRBC authority reserves the rights to modify the display area as per site condition for any of the Item and accordingly amount will be modified proportionately.

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Director (PR & CO), HRBC

SECTION - A
INSTRUCTION TO BIDDERS

A . General guidance for e-Tendering:

Instructions / Guidelines for electronic submission of tenders have been annexed for assisting the contractors to participate in e-Tendering.

A.1. Registration of Contractor:

Any contractor 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 <http://etender.wb.nic.in> (the web portal of Hooghly River Bridge Commissioners). The contractor is to click on the link for e -Tendering site as given on the web portal.

A.2. Digital Signature Certificate (DSC):

Each contractor 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 Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated in Clause A.1. above. DSC is given as a USB e-Token.

A.3. The contractor can search and download N.I.T., Tender Document(s) with Addenda & Corrigenda (if any) electronically from computer once he logs on to the website mentioned in Clause A.1. using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

A.4. Participation in more than one work:

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job all his applications will be rejected for that job.

A.4.1 Contents of Tender Documents:

Tender Documents comprise of the following contents as listed below and will additionally include any Addenda/Corrigenda issued in accordance with Clause A.4.2.

- a) Notice Inviting e-Tender (NIT)
- b) Section A. Instructions to Bidders
- c) Section B. Forms
 - i. Form I - Pre-Qualification Application
 - ii. Form II - Experience Profile
 - iii. Form III - Financial Statement
 - iv. Form IV - Agreement
 - v. Form V - self declaration
- d) Section C. Terms and Conditions of Contract and Additional Instructions to Bidders.
- e) Power of Attorney (if applicable).
- f) Financial bid containing BOQ

A.4.2 At any time prior to the deadline for submission of bid, the Director (Pr & Co) may, for any reason, whether at his own initiative or in response to a clarification or query raised by a prospective bidder, modify the tender documents by issuing addenda/corrigenda.

A .5. Submission of Tenders:

Tenders are to be submitted online to the website stated in Clause A.1. in two folders at a time, one is Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC) Virus free scanned copy of the documents are to be uploaded duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

A.5.1. Technical Proposal:

The Technical proposal should contain scanned and digitally signed copies of the following in two covers (folders).

Seal and Signature of the Tenderer

Director (Pr & Co), HRBC

A.5.1.1. Statutory Cover Containing the following documents:

- (i) Prequalification Application (Refer Sec-B, Form - I)
- (ii) N.I.T. along with Sections A to C (download properly and upload the same Digitally Signed).

[**N.B.** – (i) Sec – B, Form IV “Agreement” need not to be submitted filled up at the time of submission of bid. After issuance of LOI the successful bidder should submit Section – B, Form IV “Agreement” within 7 days from the date of issue of LOI.

- (ii) The rate will be quoted in the B.O.Q. of Financial Bid. Quoted rate will be encrypted in the B.O.Q. under Financial Bid].

A.5.1.2. Non -statutory Cover Containing the following documents:

- (i) Pan Card, GSTIN, Trade License.
- (ii) Power of Attorney authorizing the signatory of the bid.
- (iii) Credential for work experience as specified in Sl. 5.1 of NIT. [Refer Section B: Form No. II]. Scanned and digitally signed copy of Original Credential Certificate as stated in Sl. No. 5.1 of N.I.T.
- (iv) Financial Statement as specified in Sl. 5.2 of NIT. (Refer Section B: Form - III).
- (v) Self-Declaration (Refer Section B, Form V)

THE ABOVE STATED NON-STATUTORY / TECHNICAL DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING MANNER

Click the check boxes beside the necessary documents in the My Document list and then click the tab “Submit Non-Statutory Documents’ to send the selected documents to Non-Statutory folder.

Next Click the tab “Click to Encrypt and upload” and then click the “Technical” Folder to upload the Technical Documents.

Sl.No.	Category Name	Sub-Category Description	Detail(s)
A.	Certificate(s)	Certificate(s)	1. GSTIN. 2. PAN. 3. Trade License.
B.	Company Detail(s)	Company Detail -1	1. Joint Venture Company (Joint Venture Agreement: Refer Sl. 6 of NIT.) 2. Power of Attorney (Refer Sl. 5.3.3 of NIT).
C.	Credential	Credential -1	1. Similar nature of work done & completion certificate which is applicable for eligibility in this tender as per Section B: Form II.
D.	Financial Information	Work in hand	1. Financial Statement (Refer Section B: Form III) duly filled up.
E	Self- Declaration	Self-Declaration	1. Form V: self-declaration.

A.5.2. Tender Evaluation Committee (TEC)

A.5.2.1. The Evaluation Committee constituted as per Order of the Secretary, HRBC will function as Evaluation Committee for selection of technically qualified contractors as well as evaluation of financial bid.

A.5.2.2. Opening of Technical Proposal:

Technical proposals will be opened by the Director (Pr & Co), HRBC and his authorized representative electronically from the website using their Digital Signature Certificate (DSC) .

A.5.2.3. Intending tenderers may remain present if they so desire.

A.5.2.4. Cover (folder) for Statutory Documents (Ref. Sl. No. A.5.1.1.) will be opened first and if found in order, cover (folder) for Non-Statutory Documents (Ref. Sl. No. A.5.1.2.) will be opened. In case the documents found in the Cover (folder) for Statutory Documents are not in order, then the particular bid will be rejected and the cover (folder) for Non-Statutory Documents of that particular bid will not be opened.

A.5.2.5. Decrypted (transformed into readable formats) documents of the non-statutory cover will be downloaded & handed over to the Tender Evaluation Committee.

Seal and Signature of the Tenderer

Director (Pr & Co), HRBC

A.5.2.6. Pursuant to scrutiny & decision of the Tender Evaluation Committee the summary list of eligible tenderers will be uploaded in the web portals.

A.5.2.7. During evaluation the committee may summon the tenderers & seek clarification/ information 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.

A.5.3. Financial Proposal

A.5.3.1. The financial proposal should contain the following documents in one cover (folder) i.e. Bill of Quantities (BOQ). The contractor is to quote the rate online through computer in the space marked for quoting rate in the BOQ.

A.5.3.2. Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

A.6. Evaluation and comparison of bids:

For evaluation of Financial Proposal, comparison of rates offered by the bidders, who have qualified after evaluation of Technical Proposal, shall be made. The contract price will be evaluated on the basis of the cost of individual bridge/ flyover/ road divider and for each type of display item as given in BOQ (Bill of Quantities). The highest contract price offered by the contractor will be normally accepted for final selection of the bidder, if there be no other discrepancy.

A.7. Penalty for suppression / distortion of facts:

If any tenderer fails to produce the original hard copies of the documents (especially Completion Certificates and Annual turnover certificate), or any other documents on demand by the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies, it may be treated as submission of false documents by the tenderer and action may be referred to the appropriate authority for prosecution as per relevant IT Act.

A.8. Rejection of Bid:

Employer 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.

A.9. Award of Contract

The Bidder whose Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through Letter of Intent.
The notification of award i.e. LOI will constitute the formation of the Contract.

A.10. Signing of Agreement

All the tender documents, as stated in Sl. No. A.4.1 of Section – A: Instruction to Bidders (except Form I to IV of Section B), will be part of the contract documents.

The successful bidder will have to submit the hard copy of the contract documents, duly signed by the authorized signatory, within 7 (seven) days from the date of the issue of letter of intent of the tender. Failure to do so within the specified time will constitute a breach of the contract rendering the contract liable to termination with forfeiture of earnest money without any reference to the bidder.

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Director (PR & CO), HRBC

SECTION - B
FORM - I
PRE-QUALIFICATION APPLICATION

To
The Director (Pr & Co),
Hooghly River Bridge Commissioners,
HRBC Bhavan
St. Georges Gate Road (Munshi Prem Chand Sarani),
Kolkata – 700 021.

Ref : Tender for
(Name of work)
.....
.....
.....
NIT No. HRBC/PR and Co/02(3rd Call)/21-22 of the Director (Pr & Co), Hooghly River Bridge
Commissioners, Kolkata.

Dear Sir,

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

The application is made by me / us on behalf of
in 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 given in Enclosure to this letter.

We understand that:

- (a) Tender Inviting & Accepting Authority / Employer can amend the scope of the contract bid under this work.
- (b) Tender Inviting & Accepting Authority / Employer reserves the right to reject any application without assigning any reason.

Enclosure (s): e -Filling: -

- 1. Statutory Documents.
- 2. Non-Statutory Documents.

Date:

.....
Signature of applicant including title and
capacity in which application is made.

SECTION - B
FORM - II
EXPERIENCE PROFILE

Name of the Firm:

List of Advertisement works for Hoardings & Kiosks completed or partially completed as specified in Clause 5.1 of NIT.

Name of Employer/ Client	Name, Location & Nature of work	Contract Price in Indian Rs.	Original date of start of work	Original date of completion of work	Actual date of starting the work	%age of work done, if not completed	Value of work executed till date (Rs)	Actual date of completion of work

Note:

- (a) Scanned copies of Certificate from the Employers/Clients to be attached.
- (b) Non-disclosure of any information in the Schedule will result in disqualification of the firm.

.....
Signature of applicant including name
and capacity in which application is made.

SECTION - B
FORM - III

FINANCIAL STATEMENT

- B. 1 Name of Applicant:
- B. 2 Summary of Annual Turnover on the basis of the audited financial statement of the last three financial years. (Attach copies of the audited financial statement of the last three financial years)

	Year 2020-2021 (Rs. In lakh)	Year 2021-2022 (Rs. In lakh)	Year 2022-2023 (Rs. In lakh)
(a) Annual Turnover			

.....
Certified and signed by the
Chartered Accountant of the firm

.....
Name of the officer

.....
Name of the Firm with Seal

Date:

SECTION - B

FORM – IV

AGREEMENT

**(TO BE FURNISHED IN NON-JUDICIAL STAMP PAPER
OF VALUE RS. 100/-)**

Name of the work: Advertisement right for display of hoardings and kiosks of Gariahat flyover, A.J.C. Bose Road flyover and Nager Bazar Flyover (Dum Dum) & Bridge and Kiosks on lamp posts from – (i) Road divider from bridge bottom leading towards the Crossing of G.T. Road (Kajipara Crossing) on Jagat Banerjee Ghat Road. (ii) G.T. Road Crossing & Foreshore Road on Jagat Banerjee Ghat Road.

Section:

This Agreement (hereinafter called the “Contract”) is made the _____ day of the month of _____, 2023 between, on the one hand, The Secretary, Hooghly River Bridge Commissioners, St George’s Gate Road, Kolkata – 700 021 (hereinafter called the “Client”) and, on the other hand, _____ (hereinafter called the “Bidder”).

Whereas, the Employer is desirous to award the Advertisement right for display of hoardings and kiosks of Gariahat flyover, A.J.C. Bose Road flyover and Nager Bazar Flyover (Dum Dum) & Bridge and Kiosks on lamp posts from – (i) Road divider from bridge bottom leading towards the Crossing of G.T. Road (Kajipara Crossing) on Jagat Banerjee Ghat Road. (ii) G.T. Road Crossing & Foreshore Road on Jagat Banerjee Ghat Road.; Section:” and has accepted the highest Bid by the Bidder for which Letter of Intent has been issued.

Now the Agreement witnessth therefore:

The following documents attached hereto shall be deemed to form an integral part of this Contract:

- a) Agreement between HRBC and Bidder in Non-Judicial Stamp Paper (as per format given in Form - IV of Section B).
- b) Notice Inviting e-Tender (NIT)
- c) Addenda/Corrigenda to tender documents (if any)
- d) Section A. Instructions to Bidders
- e) Section C. Terms and Conditions of Contract and Additional Instruction to Bidders
- f) Financial bid containing BOQ
- g) Self-declaration
- h) Power of Attorney (if applicable).
- i) Letter of Intent.

1. The mutual rights and obligations of the Client and the Bidder shall be as set forth in the Contract.
2. That this agreement shall extend and be binding upon the parties hereto, executor, successor and permitted assign, who shall jointly and severally entitled to the benefits of the contract.

3. In consideration of the payment of bid money made by the bidder to the client as hereinafter mentioned, the bidder hereby covenants with the client to execute and display the hoardings as per advertisement right at the selected location and space allotted to him and complete the works and remedy of any defects thereto if any, where the hoardings will be displayed in conformity in all respects with the provisions of the contract.
4. The client hereby covenants on receipt of the bid-money from the bidder for display of hoardings as per advertisement right at the selected location and space and remedying the defects thereto if any, where the hoardings will be displayed under the provisions of the contract at the times and in the manner prescribed in the agreement/contract.

Witness 1 :

Witness 2 :

**FOR AND ON BEHALF OF
[CLIENT]**

**Binding signature of Employer
FOR AND ON BEHALF OF
[BIDDER]**

Binding signature of Bidder

S E C T I O N – B
F O R M – V

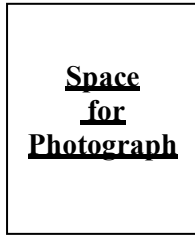
SELF-DECLARATION

(TO BE FURNISHED IN FORMAT AS GIVEN IN ANNEXURE-IV

VIDE WBPAR DEPT. MEMO NO. 1275/PAR(AR)/O/3M-23/2014 DT. 13.11.2014)

1. I, the undersigned, do certify that all the statements made in the attached documents are true and correct. In case any information submitted is proved to be false or concealed, the application may be rejected, and no objection/claim will be raised by the undersigned.
2. The undersigned also hereby certifies that neither our firm nor any constituent partner has record of poor performance such as abandoning the works, not properly completing the contract, litigation history, or financial failures etc. and that we have not been blacklisted by or involved in any litigation with the Employer during the last 5 (five) years prior to the date of this NIeT.
3. The undersigned understands that further qualifying information may be sought and agrees to furnish any such information at the request of the Tender Inviting Authority.
4. I do certify that I have applied in the tender in the capacity of individual / as a partner of a firm and I have not applied severally for the same job.
5. I do certify that the Financial Offer has been given for carrying out and completing the work to the satisfaction of the Client by taking due consideration of all factors after inspection of the work site and going through the detailed Notice Inviting e-Tender (NIeT), Instruction to Bidders, Terms and Conditions and additional Instruction to Bidders, Schedule of items of work with quantities in the Bill of Quantities and other documents.
6. I do certify that in case I am awarded the job, I will submit the original instrument of the Bid Security (if applicable) and the Form of Agreement, typed on a Non-Judicial Stamp Paper of value Rs.100/-, duly signed, to the Employer. Also, I, or my duly authorized signatory, will sign on every page of the hard copies of all the above documents as per Sl. 5 above, which will be downloaded and printed by the Tender Inviting Authority of HRBC, in the latter's office at the time of signing of agreement.

SELF-DECLARATION (CONTINUED)



I,....., Son/Daughter of
age.....years, resident ofin the District of
, of the State of....., do hereby declare that the information given
 above (in page-1 of Form-VI) and in the enclosed documents is true to the best of my knowledge and belief and
 nothing has been concealed therein. I am well aware of the fact that if the information given by me is proved false
 / not true at any point of time, I will have to face punishment as per any provision of Law for the time being in
 force as well as the benefit availed of by me or the benefit accrued to me shall be summarily cancelled.

Date:

.....
 Signed by an authorized officer of the firm

Place:

.....
 Name of the officer

.....
 Name of the Firm with Seal

- NOTE:** 1) In case of JV/Consortium, the Self-Declaration shall be submitted by each member of the JV/Consortium.
- 2) The undertaking shall be signed by authorized signatory of the bidder or constituent member in case of JV/Consortium.

SECTION - C

Terms and Conditions of Contract and Additional Instructions to Bidders

1. **Contract documents** shall consist of the following and tenderers shall have to submit requisite copies of each of the same duly signed by them, without which tenders are liable to rejection:
 - i. Addenda/Corrigenda to tender documents (if any)
 - ii. Section A. Instructions to Bidders
 - iii. Section C. Terms and Conditions of Contract and Additional Instruction to Bidders
 - iv. Financial bid containing BOQ
 - v. Notice Inviting e-Tender (NIT)
 - vi. Form V: self-declaration
 - vii. Power of Attorney (if applicable)
 - viii. Agreement between HRBC and Bidder in Non-Judicial Stamp Paper.
 - ix. Letter of Intent.
2. The names of structures with their probable location of the space and the type of display have been detailed in the BOQ items of the tender documents.
3. Intending Bidders should inspect at their own cost the sites offered for rendering display rights and their surroundings to familiarize themselves with the local conditions and obtain all necessary information that may be necessary for preparation of this Bid
4. The successful bidders will have to arrange fabrication, erection and display boards, hoarding boards and kiosks, as they intend to use, at their own cost in their own area or workshops (No land shall be allotted for office, works or fabrication etc. by HRBC) etc., within 30 days from the date of issue of **L.O.A** (Letter of Acceptance).
5. Within these 30 days he will make all arrangements including own power and water supply system as/ if necessary for which recommendations shall be made by **HRBC** to the concerned authorities. No power or water shall be arranged by **HRBC**. The power supply has to be taken by the successful vendor from the concerned electricity authority and for water from KMC/HMC or Municipality (as the case may be) for which recommendations will be made by **HRBC** and application will be forwarded by **HRBC** without absorbing any financial burden on that account. The successful vendor has to abide by all the rules and regulations applicable to different areas of work and no responsibility either financial or administrative will be taken by **HRBC** whatsoever in their execution of the work. Any recommendations to be made for Police permission, KMC/HMC permission or State Govt. approval etc. will be duly recommended by HRBC and they will have to arrange the necessary permissions/permits in time. No prayer will be considered for deferment of commencement of levying the Bid money and Bid money will be levied commencing from the 30th day from the date of issue of the (**L.O.A**) letter of Acceptance or the actual installation even in parts, **whichever is earlier.**
6. The time of contract shall be counted from the date of commencement of work which will be not exceeding 30 days from the date of issue of LOA (Letter of Acceptance). If any part of the installation is completed earlier, the fees will be charged from the date of such commissioning.
- 6.1 HRBC shall intimate through a “Letter of Intent” to the successful bidders the locations and types of displays for which his offer has been found to be acceptable at rates quoted by him against those BOQ (Bill of Quantities) items. An amount that will be worked out on the basis of the assessed area of advertisement as mentioned in the BOQ (Bill of Quantities) at the quoted rate for a period covering 36 months (3 years) on the basis of calendar months.

The successful bidders will have to deposit the sum mentioned in the Letter of Intent in the way that first instalment for first $\frac{1}{3}$ rd of the said sum shall be deposited in the form of Demand Draft in favour of “Hooghly River Bridge Commissioners” drawn on any Nationalised or Scheduled Bank of India payable at Kolkata along with unconditional and irrevocable Bank Guarantee against payment for the sum pertaining to balance two years valid for 39 months. The aforesaid Demand Draft and Bank Guarantee shall have to be furnished within 10 (ten) working days from the date of issue of Letter of Intent. Failure

to pay the same as mentioned in the LOI (Letter of Intent) will be considered as the tenderers resiling from the offer and his earnest money shall be forfeited without making any further reference to him.

The second instalment for the second year shall be paid at least 15 (fifteen) days prior to the expiry of the first year in the form of Demand Draft in favour of “Hooghly River Bridge Commissioners” drawn on any Nationalised or Scheduled Bank of India payable at Kolkata. Bank Guarantee of equivalent amount of instalment payment will be released on acceptance of the installment payments.

The Third instalment for the third year shall be paid at least 15 (fifteen) days prior to the expiry of the second year in the form of Demand Draft in favour of “Hooghly River Bridge Commissioners” drawn on any Nationalised or Scheduled Bank of India payable at Kolkata. Bank Guarantee of equivalent amount of instalment payment will be released on acceptance of the instalment payments.

In their own interest, the tenderer should furnish their e-mail ids through which a copy of LOI (Letter of Intent) shall be transmitted in addition to despatch of the letter through Speed Post/Registered Post with A/D.

- 6.2 Immediately on deposit of the amount of first instalment along with the Bank Guarantee for the remaining 2 (two) years as stipulated in sub-clause 6.1 the Letter of Acceptance (LOA) shall be issued to the successful bidders for the locations and types of display for which LOI (Letter of Intent) was issued. The successful bidders shall thereafter within 30 days from the issue of LOA (Letter of Acceptance) arrange to install the displays. The sum that is calculated covering the period of 36 months (3 years) of contract shall become the final payable amount.
- 6.3 As already specified the successful tenderer shall have to complete all formalities for obtaining permission and erection of structures as per approved design within 30 days from the date of issue of Letter of Acceptance. If the tenderer is unable to fix the structures within 30 days even then the commencement date of contract will be from 30th day from the date of **LOA** (Letter of Acceptance) and shall expire after 36 calendar months from the date of commencement.
7. The time to deposit the sum as mentioned in **LOI** (Letter of Intent) has to be adhered to and **HRBC** will be free to award the work to any other agency as will consider appropriate failing to deposit the sum within the scheduled date.
8. A security deposit @ 10% of the value of the accepted contract in the form of Bank Guarantee should be submitted by the successful bidder along with his bid money, which should be valid for 3½ years i.e. upto 6 months beyond the stipulated period of contract (the contract period is 36 months i.e. 3 Years in this case). After expiry of contract and subsequent removal of hoarding structure within stipulated time the security deposit will be released without interest.
9. On completion of the period of 3 years (36 months) the successful bidder will have to remove all his structures and displays at his own cost within 15 days commencing from the date of completion of 3 years. Failure to remove the structures / displays after the expiry of the contract period plus 15 days as mentioned above, shall be at the risk and cost of the successful bidder. The bidder will have no right on the display board or materials left on the structures or at the ground and **HRBC** shall have full authority to remove those and dispose those as will be considered appropriate by **HRBC** Authorities. The security deposit will be forfeited.

It is to be clearly understood by the tenderers that during the currency of their contract, access to the structures of flyover has to be made available to **HRBC** by temporary removal of the structure for carrying out maintenance work, at no cost to **HRBC** and there will be no rebate for such interruption except where the period exceeds 15 days. For interruption of 16 days or more, prorata refund or prorata extension of the terminal date of contract as will be decided by **HRBC** shall be admissible. The decision of **HRBC** will be final and binding in this regard and shall be treated as an accepted matter.

10. The vendor shall indemnify the **HRBC**, in respect of any damages or compensation payable at law in respect of or in consequence of any accident or injury, wilful or otherwise, to any workmen or other

persons or property or any other cause of action during the period of contract and **must have all inclusive insurance** for payment of such damages and or compensation, at his own cost.

11. No welding, drilling on any of the steel structures of the flyover/bridge shall be permitted. The design of the hoardings should be submitted, showing that the **HRBC** structures are not overstressed. The decision of **HRBC** engineers shall be final and binding on this issue. There are several welded fixtures which were needed during erection of the flyover and is redundant now. Those can be made use of with the approval of **HRBC** at no extra cost.
12. It is to be noted that down water pipes for drainage of rainwater is running along the vertical face of columns and any display board should not cause damage or infringement to the effective drainage of the bridge. Those can be encircled keeping them functional.
13. For installations of electric meters space may be allowed to be used which is available free of any **HRBC's** installation and is under control of **HRBC** and all expenditure for installation and removal of installation of electrical equipment must be borne by the successful bidder. They have also to pay all levies taxes, viewer taxes of Calcutta /Howrah Municipal Corporation, licensing fee or any other statutory fees and taxes directly to those authorities and submit attested copies of those for record of **HRBC** and **HRBC** takes no responsibility for waiver of any of the taxes. The selected agencies shall obtain necessary permission from the Municipal Commissioner after paying tax, fees, and charges before display of advertisement within the jurisdiction of the Corporation by any means upon **HRBC** properties. This is a statutory provision. The extract of the Kolkata Municipal Corporation Act 1980 Chapter XIV is enclosed in the Tender document for ready reference, subject to that the tenderer should obtain latest copy for full TEXT and reference of KMC/HMC as the case may be which is currently applicable i.e. applicable as on the closing date of submission of bid. (**Annexure – F of KMC**).
14. Obtaining police permission, clearance from the Pollution Control Board or any other statutory body shall be the responsibility of the successful bidder. The **HRBC** will forward the application duly recommended, on request from the successful bidder to the appropriate authority. Time lost on this account shall be the responsibility of the bidder and **HRBC** shall not compensate for loss of time or delay. The certificates must be submitted to **HRBC** for information, acceptance, and record.
15. If any area is required for use in public interest or Force Majeure condition or any other reasons whatsoever, the same area will be handed over by the tenderer to **HRBC** prematurely upon written order and the proportionate sum already deposited with **HRBC** shall be refunded within 30 days of handing over such areas back to **HRBC** (**excluding the area beyond 20% please see cl. no. 24**).
16. **HRBC** reserves the right to take back any area without any notice and refund the sum already deposited for such areas for the balance period on a pro-rata basis (simple pro rata will be applicable and no weightage for any other factor shall be considered). No compensation in any other form shall be claimed from **HRBC** by the agency.
17. Quoting of any counter condition will disqualify the offer and no further references shall be made to such tenderer and his earnest money shall be forfeited.
18. If any bidder resiles or withdraws his offer during the validity of his offer, the earnest money deposited by him shall be forfeited without making any further reference to the bidder.
19. Tentative locations in the road divider, bridge, and flyover structures where display board or Kiosks are proposed to be erected have been detailed which should be noted and complied with.
20. Display boards, Kiosks, supporting structures and all other allied works are to be built and maintained properly by the selected agencies at their own cost.
21. **HRBC** reserves the right to award individual displays to different agencies to the highest bidder of a particular type of display e.g. the double lighted Kiosks of a flyover can be awarded separately. Similar conditions will apply for each location of crossing and other structures.

22. Bidders shall quote for each item separately as per **B.O.Q.** (Bill of Quantities). A lump-sum quotation shall not be accepted, and the tender will be summarily rejected. The tenderers are required to quote rates in figures.
23. The acceptance of the tender will rest with the HRBC who do not bind themselves to accept the highest tender and reserve to themselves the authority to reject any or all the tender received, without assigning any reason thereof.
24. For Ad-spaces in Gariahat flyover, A.J.C. Bose Road flyover and Nager Bazar Flyover (Dum Dum) & Bridge and Kiosks, 20% of space is to be kept reserved for the State Govt. in piers, Light Posts and Girder Outer faces in the illuminated display area. The matter to be displayed for Govt. of West Bengal will be given to the vendor by HRBC for illuminated display. No payment for this 20% space of illuminated display shall be made to the vendor. Vendor will display the matter free of charges for the entire period of the contract including illumination and maintenance of the display material. **He will however have to pay at the rates quoted by him for 100% of the display area though his remunerative area of display will be restricted to 80%. This should be clearly noted and understood by the vendors.**

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Director (PR & CO), HRBC

CHAPTER XIV
Tax on Advertisements other than
Advertisements in Newspapers

202. Prohibition of advertisements without written permission of the Municipal Commissioner. – (1) No person shall erect, exhibit, fix or retain upon or over any land, building, wall, hoarding, frame, post, kiosk or structure any advertisement, or display any advertisement to public view in any manner whatsoever, visible from a public street or public place (including any advertisement exhibited by means of cinematograph), in any place within Kolkata without the written permission of the Municipal Commissioner.

²[Provided that the permission under this sub-section shall be accorded subject to the submission of written consent, in original, of the owner or the authority of land, building, wall, hoarding, frame, post, kiosk or structure upon or over which the advertisement has been proposed to be erected, exhibited, fixed or retained, by the person intending to erect, exhibit, fix or retain any advertisement, or display any advertisement to public view.

Provided further that application for permission under this sub-section shall accompany a declaration by the advertiser stipulating a time-frame within which the advertisement shall be erased, removed or taken down :

[Footnote contd. from the previous page]

(3) The Municipal Commissioner shall, after making such enquiry as may be necessary and within thirty days of the receipt of the application, grant him such certificate, if the application is in order. The application, if it is not in order, shall be rejected.

(4) The Municipal Commissioner shall mention in every certificate of enlistment the amount of tax payable by the holder thereof in accordance with Schedule IV and the date by which it shall be paid, and such certificate shall serve as a notice of demand for the purposes of section 217.

(5) Where a person liable to enlistment wilfully fails to apply for such certificates within the period referred to in sub-section (2), the Municipal Commissioner may, after giving him a reasonable opportunity of being heard, impose upon him a penalty for each day of default.

(6) Where a person liable to enlistment has given false information in any application submitted under this section, the Municipal Commissioner may, after giving him a reasonable opportunity of being heard, impose upon him a penalty not exceeding one thousand rupees.”

1. Section 201 omitted by s. 4(d) of the Calcutta Municipal Corporation (Amendment) Act, 1992 (West Ben Act IX of 1992), w.r.e.f. 1.4.1990, which formerly stood as under :

“201. Fine for not paying tax under section 199 – if any person exercises or carries on in Calcutta, either by himself or by an agent on or after the date due for the payment of tax under section 199 any profession, trade or calling referred to in Schedule IV without the payment of tax due under section 199, he shall be punished with fine which –

- (i) may extend to an amount equal to five times the amount payable as such tax, and
- (ii) Shall not ordinarily be less than an amount equal to two times such tax.”

2. Provisos added by s. 2(1) of the Kolkata Municipal Corporation (Second Amendment) Act, 2006 (West Ben. Act XXIX of 2006), w.e.f. 1.12.2008.

Provided also that the application for permission shall also accompany a security deposit of such amount, as may be determined by the Corporation, by order, which shall, if the advertisement is not erased, removed or taken down by the advertiser within seven days after the expiry of the time-frame for erasure, removal or taken down of such advertisement as mentioned in the declaration, be deemed to have been forfeited and the money, as forfeited, shall be used by the Municipal Commissioner for erasure, removal or taken down of the advertisement :

Provided also that when the advertisement is erased, removed or taken down within seven days after the expiry of the time-frame in the declaration, the security deposit shall forthwith be refunded.]

(2) The Municipal Commissioner shall not grant such permission if –

- (a) a licence for the use of the particular site for purpose of advertisement has not been taken out, or
- (b) the advertisement contravenes any provisions of this Act or the rules or the regulations made thereunder, or
- (c) the tax, if any, due in respect of the advertisement has not been paid.¹[or]

²[(d) the Mayor-in-Council, on the basis of the recommendation of the Heritage Conservation Committee, is of the view that such advertisement will obstruct the view of, or destabilise the structure of, or will not be in harmony with, any heritage building.]

(3) No person shall broadcast any advertisement, except on radio or television, without the written permission of the Municipal Commissioner.

³[(4) Notwithstanding anything contained in this section or elsewhere in this Act or in any other law for the time being in force, non-commercial advertisement or advertisement related to public interest may, with the consent, in writing, of the owner or the authority, be erected, exhibited, fixed or retained upon or over any land, building, wall, hoarding, frame, post, kiosk or structure, or displayed to public view in any manner whatsoever:

Provided that no permission of the Municipal Commissioner shall be required for erecting, exhibiting, fixing or retaining upon or over any land, building, wall, hoarding, frame, post, kiosk or structure or displaying any advertisement, under this sub-section :

Provided further that no non-Commercial advertisement, other than the advertisement related to public interest, shall be erected, exhibited, fixed or retained on –

(i) the surface of any solid wall, or on any other permanent structure, including the terrace, in such manner which shall cover, even partially, any door, window, ventilation shaft, chimney, air conditioner, balcony or any other portion of the building covered with iron grill;

1. Ins. By s. 11(1) of the Calcutta Municipal Corporation (Amendment) Act. 1997 (West Ben. Act XXVI of 1997), w.e.f. 22.12.1997.
2. Clause (d) ins. By s. 11(2), *ibid*, w.e.f. 22.12.1997.
3. Ins. By s. 2(2) of the Kolkata Municipal Corporation (Second Amendment) Act. 2006 (West Ben. Act XXIX of 2006), w.e.f. 1.12.2008.

- (ii) the building or fence of any educational institution or hospital;
- (iii) the building used for religious purpose;
- (iv) the gate or exit requirement of any building;
- (v) the electrical installation, like transformer, lamp post, switchgear box, meter room.
- (vi) the water supply installation, like pump house, pump, water main, boosting station or machinery, water tank or water reservoir;
- (vii) the portion of any public transport;
- (viii) the buildings or the structures owned by the Central Government, State Government or any local authority or on any heritage building;
- (ix) the public street which may block the flow of pedestrians or traffic.

Explanation – In this Chapter, –

- (a) the words ‘non-Commercial advertisement’ mean the advertisement which is related to the campaign of any political party, or an independent candidate, to an election, or any campaign of any mass organisation;
- (b) the words ‘advertisement related to public interest’ mean the advertisement which is related to promoting public health, preservation and conservation of environment, literacy campaign, fire protection, awareness of traffic rules, communal harmony, displayed by the Government or registered non-Government organisation, but shall not include the displaying advertisement, in any manner whatsoever, for the purposes of –
 - (i) selling or buying goods, real estates, services, concepts in lieu of financial or any other consideration; or
 - (ii) entertainment or recreational programme; or
 - (iii) setting up any marketing chain or network; or
 - (iv) admission in any tutorial, academy, training centre, commercial school, commercial college, or any other organisation which imparts, or shall impart, any education, including technical education, in lieu of financial or any other consideration; or
 - (v) recruitment of personnel through any private agency;
- (c) the words ‘mass organisation’ includes any registered trade union, organised workers’ organisation, teachers’ organisation, youth organisation, women organisation, peasants’ organisation, students’ organisation, pensioners’ organisation, traders’ organisation, unorganized workers’ organisation;
- (d) the words ‘political party’ shall mean a political party, as defined in clause (f) of section 2 of the Representation of the People Act, 1951 (43 of 1951).

(5) Whoever contravenes the provisions of sub-section (4) shall be guilty of an offence and shall, on conviction, be punished with imprisonment for a term which may extend to six months and with fine not exceeding fifty thousand rupees :

Provided that if such contravention is made for the benefit of any political party, or a mass organisation, or an independent candidate then such other persons and every president, chairman, director, partner, manager, secretary, agent or any other person, who was in charge of, and was responsible to, such political party or mass organisation or independent candidate shall also be deemed to be guilty of the offence and shall be liable to be proceeded and punished accordingly:

Provided further that nothing contained in this sub-section shall render such other person, president, chairman, director, partner, manager, secretary, agent or any other person who was in charge of, and was responsible to, such political party or mass organisation or independent candidate, liable to any punishment under this sub-section, if he proves that the offence was committed without his knowledge or that he had exercised due diligence to prevent the commission of such offence.]

203. Licence for use of site for purpose of advertisement. – (1) Except under and in conformity with the terms and conditions of a licence, no person being the owner, lessee, sub-lessee, occupier or an advertising agent shall use or allow to be used any site in any land, building, wall or erect or allow to be erected on any site, any hoarding, frame, post, kiosk, structure, neon-sign or sky-sign for the purpose of display of any advertisement.

(2) For the purpose of advertisement, every person –

(a) using any site before the commencement of this Act, within ninety days from the date of such commencement, or

(b) intending to use any site, or

(c) whose licence for use of any site is about to expire, shall apply for a licence or renewal of a licence, as the case may be, to the Municipal Commissioner in such form as may be specified by the Corporation.

(3) The Municipal Commissioner shall, after making such inspection as may be necessary and within thirty days of the receipt of the application, grant, refuse, renew or cancel a licence, as the case may be, on payment of such fees as may be determined by the Corporation by regulations ¹[or as the budget estimate shall state under sub-section (3) of section 131].

(4) The Municipal Commission may, if in his opinion the proposed site for any advertisement is unsuitable from the considerations of public safety, traffic hazards ²[aesthetic design, or obstruction of the view of, or harmony with, any heritage building,] refuse a licence or refuse to renew any existing licence.

(5) Every licence shall be for a period of one year except in case of sites used for temporary fairs, exhibitions, sports events or cultural or social programmes.

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1. Ins. by s. 12(1) of the Calcutta Municipal Corporation (Amendment) Act, 1997 (West Ben. Act XXVI of 1997), w.e.f. 22.12.1997.
 2. Subs. by s. 12(2), *ibid*, w.e.f. 22.12.1997, for the words “or aesthetic design”
 3. Sub-section (6) omitted by s. 17 of the Calcutta Municipal Corporation (Amendment) Act, 1983 (West Ben. Act XXXII of 1983), w.e.f. 4.1.1984.

(c) relates to the trade, profession or business carried on within the land or building upon or over which such advertisement is exhibited or to any sale or letting of such land or building or any effects therein or to any sale, entertainment or meeting to be held on or upon or in the same; or

(d) relates to the name of the land or building upon or over which the advertisement is exhibited or to the name of the owner or occupier of such land or building; or

(e) relates to the business of a railway administration and is exhibited within any railway station or upon any wall or other property of a railway administration; or

(f) relates to any activity of the Government or the Corporation.

(3) The tax on any advertisement leviable under this section shall be payable in advance in such number of instalments and in such manner as the Corporation may be regulations determine ¹[or as the budget estimate shall state under sub-section (3) of section 131]:

Provided that the Corporation may under the terms and conditions of the licence under section 203 require the licensee to collect and pay to the Corporation, subject to a deduction of five per cent. to be kept by him as collection charges, the amount of tax in respect of such advertisements as are displayed on any site for which he is the licensee.

205. Permission of Municipal Commissioner to become void in certain cases. –

The permission granted under section 202 shall become void –

(a) if the advertisement contravenes any regulations made under this Act; or

(b) if any material charge is made in the advertisement or any part thereof without the previous permission of the Municipal Commissioner; or

(c) if the advertisement or any part thereof falls otherwise than through accident; or

(d) if due to the work by Government, Corporation or by any statutory authority, the advertisement has to be displaced; ²[or]

²(e) if, on the basis of the recommendation of the Heritage Conservation Committee, the Mayor-in-Council is of opinion that the advertisement obstructs the view of any heritage building or is not in harmony with the aesthetic design or the historical significance of any heritage building, and the advertisement has to be removed or displaced.]

206. Licence for use of site for purpose of advertisement to become void in certain cases. – The licence granted under section 203 shall become void –

(a) if the licence contravenes any terms and conditions of licence; or

1. Ins. by s. 13(2) of the Calcutta Municipal Corporation (Amendment) Act, 1997 (West Ben. Act XXVI of 1997), w.e.f. 22.12.1997.

2. Ins. by s. 14 *ibid*, w.e.f. 22.12.1997.

- (b) if any addition or alteration is made to, or in the building, wall, hoarding, frame, post, kiosk, or structure upon or over which the advertisement is erected, exhibited, fixed or retained; or
- (c) if the building, wall, hoarding, frame, post, kiosk, or structure over which the advertisement is erected, exhibited, fixed or retained is demolished or destroyed.

207. Presumption in case of contravention. – Where any advertisement has been erected, exhibited, fixed or retained upon or over any land, building, wall, hoarding, frame, post, kiosk or structure or displayed to public view from a public street or public place in contravention of the provisions of this Act or any regulations made thereunder, it shall be presumed, unless the contrary is proved, that the contravention has been committed by the person or persons on whose behalf the advertisement purports to be or the agents of such person or persons.

208. Power of the Municipal Commissioner in case of contravention. – if any advertisement is erected, exhibited, fixed or retained in contravention of the provisions of this Act or any regulations made thereunder, the Municipal Commissioner may require the owner or the occupier of the land, building, wall, hoarding, frame, post, kiosk or structure upon or over which the same is erected, exhibited, fixed or retained to take down or remove such advertisement or may enter any land, building or property and cause the advertisement to be dismantled, taken down, removed, spoiled, defaced or screened.

Explanation I. – The word “structure” in this Chapter includes any movable board on wheels used as an advertisement or advertisement or advertisement medium.

Explanation II. – The word “advertisement” in relation to a tax on advertisement under this Act shall mean any word, model, sign, sky-sign, placard, notice, device or representation, whether illuminated or not in the nature of and employed wholly or in part for the purposes of advertisement, announcement of direction.

¹[**208A. Removal of poster, hoarding, etc.** – Notwithstanding any other action that may be taken against the owner or the occupier of any land or building, upon or over which there is any hoarding, frame, post, kiosk or structure for erecting any advertisement in contravention of the provisions of this Act or any regulations made thereunder, or the person who owns such hoarding, frame, post, kiosk or structure, the Municipal Commissioner may, for removal and storage of such hoarding, frame, post, kiosk or structure, realise from the person who owns such hoarding, frame, post, kiosk or structure, such charges as may be fixed by the Mayor-in-Council from time to time.]

209. Fine for not paying tax under section 204. – If any person erects, exhibits, fixes or retains any advertisement referred to in this Chapter without paying the tax under section 204, he shall be punished with fine which –

- (i) may extend to an amount equal to three times the amount payable as such tax, and
- (ii) shall not ordinarily be less than an amount equal to one-and-a half times such tax.

1. Ins. by s. 15 of the Calcutta Municipal Corporation (Amendment) Act, 1997 (West Ben. Act XXVI of 1997), w.e.f. 22.12.1997.