



# HOOGHLYRIVER BRIDGE COMMISSIONERS

(A STATUTORY ORGANISATION UNDER GOVT. OF WEST BENGAL)

HRBC BHAVAN

ST. GEORGES GATE ROAD (MUNSHI PREM CHAND SARANI)

KOLKATA-700 021

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## Notice Inviting e-Tender

Memo No.: HRBC/1A-2/2025/Pr & Co/07

Date: 20.03.2025

Notice Inviting e-Tender No. HRBC/Pr and Co/01/24-25 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.      | <b>Advertisement right for display of hoardings and kiosks of</b> Gariahat flyover, A.J.C. Bose Road flyover, Beck Bagan Ramp, Lock Gate flyover, Nager Bazar Flyover (Dum Dum) and Kidderpur Flyover & Bridge | 5,00,000.00         | 7,500.00                       | 3(three) years from 61 <sup>st</sup> 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 NIEt.
- 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 NIEt. 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 31<sup>st</sup> March, 2024.[Refer Section B : Form No. III]

[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 NIEt. 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 should submit a written power of attorney authorizing the signatory of the bid to commit the bidder.

[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       | Date of uploading of NIEt., Tender documents & other documents (online)(Publishing Date) | <b>21.03.2025 at 10.00 a.m.</b>        |
| 2       | Documents download / sale start date (online)  | <b>21.03.2025 at 10.00 a.m.</b>        |
| 3       | Bid submission start date (online)   | <b>21.03.2025 at 10.00 a.m.</b>        |
| 4       | Bid Submission closing date (online)   | <b>11.04.2025 at 10.00 a.m.</b>        |
| 5       | Bid opening date for Technical Proposals (online)  | <b>16.04.2025 at 11.00 a.m.</b>        |
| 6       | Date of uploading list for Technically Qualified Bidder (online)                         | After evaluation of Technical Proposal |
| 7       | 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.1of NIEt.
16. This NIEt. 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 NIEt., Addenda / Corrigenda to NIEt (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, 2017.
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.

.....  
**Director (Pr & Co), HRBC**

Seal and Signature of the Tenderer

Director (Pr & Co), HRBC

**SECTION - A**  
**INSTRUCTION TO BIDDERS**

**A . General guidance for e-Tendering:**

Instructions / Guidelines for electronic submission of the 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 onto <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 NIeT., Tender Document(s) and 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 comprises 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 (NIeT)
- 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) 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 through 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).

##### A.5.1.1. Statutory Cover Containing the following documents:

- (i) Prequalification Application (Refer Sec-B , Form- I )
- (ii) NIEtalong with Sections A to C(downloadproperly and upload the sameDigitally 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 NIET. [Refer Section B :Form No. II]. Scanned and digitally signed copy of Original Credential Certificate as stated in Sl. No. 5.1 of NIET .
- (iv) Financial Statement as specified in Sl. 5.2 of NIET. (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.<br>2. PAN.<br>3. Trade License.  |
| B.     | Company Detail(s)     | Company Detail -1        | 1. Joint Venture Company (Joint Venture Agreement : Refer Sl. 6 of NIET.)<br>2. Power of Attorney (Refer Sl. 5.3.3 of NIET.).          |
| 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. Evaluation Committee constituted as per Order of the Vice Chairman, 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.
- 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 items 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. Stamping and Engrossing:**

The Contractor shall have the Contract engrossed, have the correct stamp duly adjudicated by the Collector (Stamps) or such competent authority appointed under the Indian Stamp Act, 1899 (as applicable in the state of West Bengal) and returned the same duly signed and executed to the Authority. It would be the sole responsibility of the Contractor to comply with the applicable laws in this regard and the cost thereof shall be borne by the contractor.

**A.11 Signing of Agreement**

All the tender documents, as stated in Sl. No. A.4.1 of Section – A : Instruction to Bidders, will be the 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.

**SECTION - B**  
**FORM - I**  
**PRE-QUALIFICATION APPLICATION**

To  
The Director (Pr & Co),  
Hooghly River Bridge Commissioners,  
HRBC Bhavan  
St. Georges Gate Road (MunshiPrem Chand Sarani),  
Kolkata – 700021.

Sub: Tender for ..... (Name of work) .....

Ref: NIEt No. HRBC/Pr and Co/01/24-25 of the Director (Pr & Co), Hooghly River Bridge  
Commissioners, Kolkata.

Dear Sir,

Having examined the Statutory, Non-statutory & NIEt. 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 reserve 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 NleT.

| 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<br>2021-2022<br>(Rs. In lakh) | Year<br>2022-2023<br>(Rs. In lakh) | Year<br>2023-2024<br>(Rs. In lakh) |
|-----------------------------|------------------------------------|------------------------------------|------------------------------------|
| (a) Annual Turnover         |                                    |                                    |                                    |
| (b) Average 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, Beck Bagan Ramp, Lock Gate flyover, Nager Bazar Flyover (Dum Dum) and Kidderpur Flyover & Bridge

**Section :** .....

This Agreement (hereinafter called the “Contract”) is made the \_\_\_\_\_ day of the month of \_\_\_\_\_, 20\_\_ 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, Beck Bagan Ramp, Lock Gate flyover, Nager Bazar Flyover (Dum Dum) and Kidderpur Flyover & Bridge; Section : .....” and has accepted the highest Bid by the Bidder for which Letter of Intent has been issued.

Now the Agreement witness therefore :

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

- a) Agreement in between HRBC and Bidder in Non-Judicial Stamp Paper.
- b) Notice Inviting e-Tender (NIeT)
- 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) 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 :

FOR AND ON BEHALF OF  
[ CLIENT ]

Binding signature of Employer

Witness 2 :

FOR AND ON BEHALF OF  
[ BIDDER ]

Binding signature of Bidder

**S E C T I O N – B**

**F O R M – V**

**DECLARATION**

**(To be submitted in non-judicial stamp paper of appropriate value, duly notarized on or after the date of publication of this NIeT)**

1. I/We, the undersigned declare that all the statements made in the attached documents are true and correct.
2. The under-signed also hereby certifies that neither our firm ..... nor any of constituent partner have record of poor performance such as premature termination of contract, abandoning the works, not properly completing the contract, inordinate delays in completion or financial failures etc. or we had not been blacklisted/debarred or were not involved in any litigation with HRBC during the last 5(five) years prior to the date of this NIeT.
3. The undersigned would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by HRBC to verify this statement.
4. The undersigned understands that further qualifying information may be requested and agrees to furnish any such information at the request of The Department.
5. Certified that I have applied in the tender with the capacity of individual/ as a partner of a firm & I have not applied severally for the same job.
6. I / we do hereby certify that I shall bring all requisite technical personnel and /or plants/ testing machineries / equipment for all the items of works as per relevant IS / IRC codes of practice and as per BOQ and as per direction of the Engineer- in-Charge at the time of execution of work at site even if upon technical evaluation I am declared as “qualified” without having all the requisite technical personnel and /or plants/ testing machineries / equipment at the time of submission of tender.
7. I, the under-signed, do certify that all the statements made in the attached documents are true and correct. If any declaration submitted is found / ascertained to be incorrect / fabricated / misrepresented / fraudulent etc., accordingly tender will be liable to be cancelled / terminated immediately & I / my firm / company shall also be liable to be prosecuted under relevant Section of Indian Penal Code, and Indian Information & Technology Act 2008 & any other applicable law for the time being in force in addition to forfeiture of Earnest Money / Security Deposit.

Date:

.....  
Signature, name and designation of Authorised Signatory.

For and on behalf of

.....  
(Name of the Applicant / Firm with Seal)

## 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 (NIeT)
  - vi. Form V :self declaration
  - vii. Agreement in between HRBC and Bidder in Non-Judicial Stamp Paper.
  - viii. 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. 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 60 days from the date of issue of **L.O.A** (Letter of Acceptance).
4. Within these 60 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 61<sup>st</sup> day from the date of issue of the (**L.O.A**) letter of Acceptance or the actual installation even in parts, **whichever is earlier.**
5. The time of contract shall be counted from the date of commencement of work which will be not exceeding 60 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  $\frac{1}{3}^{\text{rd}}$  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 FAX Nos. 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.

(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 60 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.

(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 60 days from the date of issue of Letter of Acceptance. If the tenderer is unable to fix the structures within 60 days even then the commencement date of contract will be from 61<sup>st</sup> 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 approval of **HRBC** at no extra cost.
12. It is to be noted that down water pipes for drainage of rain water 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 equipments has to 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 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, the same area will be handed over by the tenderer to **HRBC** prematurely 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 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 him
19. Tentative locations in the road divider, bridge and flyover structures where display board or Kiosks are proposed to be erected has 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 display 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 condition 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). Lump sum quotation shall not be accepted and the tender will be summarily rejected. The tendereres are required to quote rates in figures.
23. The acceptance of tender will rest with the HRBC who do not bind themselves to accept the highest tender and reserves 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, Beck Bagan Ramp, Lock Gate flyover, Nager Bazar Flyover (Dum Dum) and Kidderpur Flyover & Bridge 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**