



HOOGHLY RIVER BRIDGE COMMISSIONERS

(A STATUTORY ORGANISATION UNDER GOVT. OF WEST BENGAL)

HRBC BHAVAN

ST. GEORGE'S GATE ROAD (MUNSHI PREM CHAND SARANI)

KOLKATA-700 021

Ph. No.: 033-2248-5134 ; Email: dydir1.pldn@gmail.com

Notice Inviting E-Tender

Memo No. HRBC/14R-04/2023/120423-1

Date: 12/04/2023

NIeT No. HRBC/02/2nd Call/DYDRPLDN/22-23

Hooghly River Bridge Commissioners (HRBC) invites e-tender for the work detailed in the table below.

(Submission of Bid through online)

List of Schemes:

Sl. No.	Name of the work	Estimated Amount (Rs.)	Earnest Money/ Bid Security (Rs.)	Price of Technical & Financial Bid documents and other annexures (Rs.)	Period of Completion	Name of the Concerned Officer	Eligibility of Contrator
	(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Replacement of the damaged Slab Seal type Expansion Joint placed at the Kolkata side end of the main cable-stayed bridge of 2 nd Hooghly Bridge (Vidyasagar Setu)	To be quoted by the bidder	Rs. 1 lakh (Rupees one lakh)	Rs 2500/=	5 (five) months	Deputy Director (Pl.&Dn.) HRBC	Bonafide, resourceful outsiders (Ref: Sl 5 of this NIeT)

1. To participate in the bid, an intending bidder is required to deposit online a Bid Security/Earnest Money of the amount specified in the NIeT and proceed to submit the bid through the Government of West Bengal e-procurement portal viz. <https://wbtenders.gov.in> with the help of Digital Signature Certificate using his login ID and password. The process of receipt and refund of Bid Security/EMD 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 EMD/Tender Fees for that tender by selecting from either of the following payment modes:

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

(ii) RTGS/NEFT in case of offline payment through bank account in any bank.

The submission of stipulated amount of Bid Security/Earnest Money is a statutory requirement for participating in the tender.

The stipulated amount of Earnest Money has been fixed arbitrarily and has no relation with the estimated amount.

1.1 **Earnest Money:**

The Earnest Money, as mentioned above, will have to be deposited by the bidder electronically/ online- through his net banking enabled bank account, maintained at any bank, or: offline- through any bank by generating NEFT/RTGS challen from e-tendering portal. The balance earnest money shall have to be deposited by the L1 bidder in addition to the already deposited amount to cover the total EMD @ 2% (two percent) of tendered/bid amount while making Agreement.

- 1.2 Earnest Money of the unsuccessful bidders will be refunded by automated process as stated in the G.O. referred to in Sl.1 above while the Earnest Money of the successful bidder will be converted to Security Deposit.
- 1.3 Security Deposit will be deducted @ 8% of the value of work from each running account bill to make aggregate deposit @ 10% inclusive of EMD (@2%).
2. The Bid/Proposal is to be submitted in two parts. The two parts of the proposal are :-
 - (i) Part – 1 : Technical proposal
 - (ii) Part – 2 : Financial proposal
3. Both **Technical Bid** and **Financial Bid** are to be submitted concurrently duly digitally signed by the tenderer through the website <https://wbtenders.gov.in>. as per “Date & Time Schedule” as stated in Sl. No. 8 of this NIEt.
4. In case there is any objection regarding qualifying of any bidder, a complaint should be lodged with the TIA through email within 48 (forty eighty) hours (including holidays) from the date and time of publication of list of technically qualified bidders and beyond that time schedule no objection will be entertained by the Bid Evaluation Committee.
5. **Eligibility criteria for participation in the tender:**
Bids are invited from bonafide, resourceful firms having the experience of executing similar work and capabilities as indicated below.

The bidder will submit company profile & credentials and a Technical Submission as part of its Technical Proposal. Eligibility will be judged on the basis of (1) Technical capability and work experience, (2) Equipment capability, (3) Financial capability and (4) Technical Submission.

5.1. Technical capability and work experience:

The bidder shall have the capability to design, manufacture, supply and install the expansion joint lane by lane in replacement of existing one after carrying out necessary tests of support structures, dismantling existing joints following engineering procedure, causing least hindrance to movement of traffic, traffic management, lighting, guarding, barricading, safety and other allied works associating experts and experienced agencies.

Bidder shall submit as credential the Completion Certificate for similar type of work issued by not below the rank of the Executive Engineer or equivalent or competent authority of a State / Central Government, State / Central Government undertaking, Statutory / Autonomous bodies constituted under the Central / State statute, giving the executed value of completed / running work. (Refer Section B: Form II). Bidder shall also submit a list of technical personnel identified by name, who will be assigned to the project implementation in different capacities. (Refer Section B : Form No. IV)

5.2 Equipment capability:

The bidder should own or have assured access (through hire, lease or other means) to the equipments in full working order that are necessary for carrying out inspections and for repair and rehabilitation works on the bridge. The bidder shall submit a list of all such machineries and equipments. (Refer Section B: Form V)

5.3 Financial capability:

The bidder should have sufficient financial capability to execute the work and submit annual Turn Over of the company for the **last 4(four) years (ending 31st march, 2022)** certified by Chartered Accountant. (Refer Section B: Form III)

5.4 Technical Submission by the bidder:

Contractor's Technical submission should cover in detail the following in the form of Annexures TS-I, TS-II, TS-III, TS-IV and TS-V:

- I. General approach and methodology proposed for carrying out the replacement of the elastomeric slab seal type expansion joint on Vidyasagar Setu comprising of various stages like inspection, investigation, design, manufacture, supply and installation of new expansion joint in sequence of lane by lane after removal of existing damaged joint, preparation of working drawings, as built drawings, different field work items as per BOQ and scope of works etc. including all other related information as deemed relevant. **(TS-I)**
- II. Work Program: A detail work program indicating timing and duration of all major items of works to be taken up sequentially lane by lane in the form of bar chart. **(TS-II)**
- III. Traffic management plan ensuring no disruption of traffic movement over the bridge during the replacement of expansion joint. **(TS-III)**
- IV. Safety plan for execution of work items, for workers and employees working at site for running traffic and the adjoining properties etc. including disaster management in case of accidents, fire etc. **(TS-IV)**
- V. Quality Assurance Plan: The plan shall contain information elaborating the proposed method of achieving generally MORTH and/or other Internationally accepted Code specified quality standards including materials & work specifications etc. **(TS-V)**

5.5 General Criteria:

The bidder shall submit the following documents:

- 5.5.1 The bidder should not have record of poor performance such as premature termination of contract, abandoning the works, not properly completing the contract, inordinate delays in completion, blacklisting/debarment or financial failures during last 5(five) years. A declaration in this respect has to be furnished by the bidder without which the Technical Bid shall be treated as non-responsive. (Refer Section B : “Form VI: Declaration”)

[Non-statutory documents]

- 5.5.2 PAN Card, Professional Tax Deposit Challan for the year 2022-2023, Trade License (2022-2023), valid 15-digit Goods and Service Tax payer Identification Number (GSTIN) under GST Act. 2017, Income Tax Acknowledgement Receipt for Assessment Year 2022-2023, Balance Sheet and Profit & Loss Account with relevant document(s) and any other(s) if applicable to be accompanied with the Technical Bid document.

[Non-statutory documents]

- 5.5.3 The bidder should submit a written power of attorney authorizing the signatory of the bid to commit the bidder. In case of proprietorship firm, the bidder should submit appropriate document like Trade License etc. and the proprietor should sign the bid and all documents.

[Non-statutory documents]

- 5.5.4 Registered Partnership Deed for Partnership Firm is to be submitted. Companies shall furnish the Article of Association and Memorandum.

[Non-statutory documents]

- 5.5.5 Details of firm shall be furnished by the bidder along with the Technical Proposal stating the address for communication, information of Firm’s authorized representative etc. [Refer Section B: Form No. VII – Details of Firm]

[Non-statutory documents]

6. A bidder shall be allowed to participate in a particular 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, without assigning any reason thereof.

7. Bid Validity:

Bids shall remain valid for a period of 120 (one hundred and twenty) days from the last date of submission of Bid.

8. **Date and Time Schedule:**

Sl. No.	Particulars	Date & Time
1	Date of uploading of NIEt, Tender documents & other documents (online) (Publishing Date)	13/04/2023 at 10:00 AM
2	Documents download / sale start date (online)	13/04/2023 at 10:00 AM
3	Bid submission start date (online)	27/04/2023 at 10:00 AM
4	Last date of submission of queries by email, if any, by bidders to be discussed in Pre-Bid Meeting.	24/04/2023
5	Pre-Bid Meeting with the intending Bidders. (Optional for the bidders)	26/04/2023 at 01:00 P.M.
6	Bid Submission closing date (online)	04/05/2023 at 01.00 PM
7	Bid opening date for Technical Proposals (online)	08/05/2023 at 01:00 PM
8	Date of uploading list for Technically Qualified Bidder (online)	After evaluation of Technical Proposal
9	Date for opening of Financial Proposal (online)	To be notified at the time of publishing Technical Evaluation Summary in the e-procurement portal only.

9. Conditional / Incomplete tender will not be accepted under any circumstances.

10. **Rate to be quoted:**

The intending bidders are required to fill in the rates for all items described in BOQ in the following manner: they shall download the template (Excel Sheet) for BOQ, duly fill it up with their offered rate against each item in the space marked and upload the same digitally signed.

The contractor's offered rates shall be exclusive of GST and Labour Welfare Cess but the rates shall be deemed to have included all duties, taxes and other levies including Educational Cess etc., as imposed by Govt. of India & Govt. of West Bengal valid on date of bidding, payable by the Contractor under the Contract, or for any other cause. HRBC will not make any payments towards taxes, duties, levies etc for the entire contract period except GST and Constructional Labour Welfare Cess. GST and Labour Welfare Cess will be provided by HRBC as applicable. Constructional Labour Welfare Cess @ 1% (one per cent) of the value of work and GST as applicable shall be recovered from every bill of the contractor. Income Tax will be deducted from each bill of the contractor as per applicable rate and rules in force.

11. 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.

12. Price Adjustment:

No Adjustment of Price OR Price Escalation of any kind will be allowed.

13. No Mobilisation Advance or Secured Advance will be allowed.

14. There will be no provision of Arbitration.

Clause 25 of West Bengal Form No. 2911 is modified vide notification no. 8182-F(Y) dated 26/09/2012 of Finance Department, Govt. of West Bengal, as follows:

Except where otherwise provided in the contract all question and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of relating to the contracts designs, drawings, specifications, estimate, instructions, orders or these conditions or otherwise concerning the works, or the executions or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof shall be dealt with as mentioned hereinafter;

If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 (fifteen) days request the Chairman of the Dispute Redressal Committee of HRBC in writing for written instruction or decision. Thereupon, the Dispute Redressal Committee shall give its written instructions or decision within a period of three months from the date of receipt of the contractor's letter.

This provision will be applicable irrespective of the value of the works to which the dispute may relate.

15. The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for carrying out the work as mentioned in the Notice inviting Tender; the cost of visiting the site shall be at the Bidder's own expense.
16. **There will be a "Defect Liability Period" of 5 (five) years for the present work.** The security deposit will be released phase wise as detailed in Clause-17 below.

Clause 17 of CONDITIONS OF CONTRACT of the Printed Tender Form shall be substituted by the following as per G.O. no. 5784-PW/L&A/2M-175/2017 dt. 12/09/17:

Clause 17- If the contractor or his workmen or servants or authorized representatives shall break, deface, injure, or despritroy any part of building, in which they may be working, or any building, road, road-curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises, on which the work or any part of it is being executed, or if any damage shall happen to the work from any cause whatsoever or any imperfection become apparent in it at any time whether during its execution or within a period of three months or one year or three years or five years, as the case may be (depending upon the nature of the work as described in the explanation appended hereto) hereinafter referred to as the Defect Liability Period, from the actual date of completion of work as per completion certificate issued by the Engineer-in-Charge, the contractor shall make the same good at his own expense, or in default, the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expense

(of which the certificate of the Engineer-in-Charge shall be final and binding on all concerned) from any sums, whether under this contract or otherwise, that may be then, or at any time thereafter become due to the contractor from the Government or from his security deposit, either full, or of a sufficient portion thereof and if the cost, in the opinion of the Engineer-in-Charge (which opinion shall be final and conclusive against the contractor), of making such damage or imperfection good shall exceed the amount of such security deposit and/or such sums, it shall be lawful for the Government to recover the excess cost from the contractor in accordance with the procedure prescribed by any law for the time being in force.

Provided further that the Engineer-in-Charge shall pass the "Final Bill" and certify thereon, within a period of thirty days with effect from the date of submission of the final bill in acceptable form by the contractor, the amount payable to the contractor under this contract and shall also issue a separate completion certificate mentioning the actual date of completion of the work to the contractor within the said period of thirty days. The certificate of the Engineer-in-Charge whether in respect of the amount payable to the contractor against the "Final Bill" or in respect of completion of work shall be final and conclusive against the contractor. However, the security deposit of the work held with the Government under the provision of Clause 1 hereof shall be refundable to the contractor in the manner provided here under:-

- (a) For work with three months Defect Liability Period:
 - (i) Full security deposit shall be refunded to the contractor on expiry of three months from the actual date of completion of the work.
- (b) For work with one year Defect Liability Period:
 - (i) Full security deposit shall be refunded to the contractor on expiry of one year from the actual date of completion of the work.
- (c) For work with three years Defect Liability Period:
 - (i) 30% of the security deposit shall be refunded to the contractor on expiry of two years from the actual date of completion of the work;
 - (ii) The balance 70% of the security deposit shall be refunded to the contractor on expiry of three years from the actual date of completion of the work;
- (d) **For work with five years Defect Liability Period:**
 - (i) **No security deposit shall be refunded to the contractor for 1st 3 years from the actual date of completion of the work;**
 - (ii) **30% of the security deposit shall be refunded to the contractor on expiry of four years from the actual date of completion of the work;**
 - (iii) **The balance 70% of the security deposit shall be refunded to the contractor on expiry of five years from the actual date of completion of the work,**

Explanation:

The word 'work' means and includes road work, bridge work, building work, sanitary and plumbing work, electrical work and/or any other work contemplated within the scope and ambit of this contract. For

- (i) The work of patch repair or patch maintenance in nature or a combination thereof, the Defect Liability Period of the work shall be three months from the actual date of completion of the work.
- (ii) Thorough Bituminous Surfacing work with bituminous thickness less than 40 mm, Repair & Rehabilitation of any road / bridge / culvert / building / Sanitary & Plumbing work, the Defect Liability Period of the work shall be one year from the actual date of completion of the work;
- (iii) Extension of building / bridge / culvert, Construction of new flexible pavement up to bituminous level which has been designed for a period of 3 years or more, Widening and strengthening of flexible pavement designed for a period of 3 years or more, Improvement of riding quality / Strengthening of flexible pavement designed for a period of 3 years or more; Providing only mastic asphalt layer over existing bituminous surface without providing bituminous profile corrective course / bituminous base course, the Defect Liability Period of the work shall be three years from the actual date of completion of the work;
- (iv) Construction of new building / new bridge / new culvert, Reconstruction of building / bridge / culvert including construction of approach roads for bridge / culvert, Construction of rigid pavement, Reconstruction of rigid pavement, Construction of new flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Widening and strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Improvement of riding quality / Strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, the Defect Liability Period of the work shall be five years from the actual date of completion of the work

Additional provisions in substituted Clause 17 of the Condition of Contract of the printed tender form as per G.O. no. 52-CRC/2M-06/2014 dated 27/10/2014 and G.O. no. 5951-PW/L&A/2M-175/2017 dated 02/11/2017.

In cases of Refunding and Releasing of 100% (one hundred percent) Security Deposit held with the Government, arising out from works contract, Security Deposit will be released after issuance of Completion Certificate on submission of unconditional BANK GUARANTEE by the Contractor for the Security Deposit subject to the following conditions:

1. The Bank Guarantee will be issued by a Scheduled Commercial Bank in favour of Hooghly River Bridge Commissioners on behalf of the contractor.
2. The Bank Guarantee will remain valid for the Defect liability period/Security period as per contract of the work.

3. The Bank Guarantee will be submitted as per Format attached in Annexure-I. The Engineer-in- Charge should obtain confirmation of the Bank Guarantee directly from the Bank before its acceptance.
4. The Bank Guarantee, now pledged in the form of Security Deposit will be released to the contractor in the following manner, if not forfeited under conditions of contract:
 - 4.1. For work with 3 (three) months Defect Liability Period:

Full amount shall be refunded to the contractor on expiry of 3 (three) months from the actual date of completion of the work.
 - 4.2. For work with 1 (one) year Defect Liability Period:

Full amount shall be refunded to the contractor on expiry of 1 (one) year from the actual date of completion of the work.
 - 4.3. For work with 3 (three) years Defect Liability Period:
 - 4.3.1. 30% (thirty percent) of the same shall be refunded to the contractor on expiry of 2 (two) years from the actual date of completion of the work;
 - 4.3.2. The balance 70% (seventy percent) of the same shall be refunded to the contractor on expiry of 3 (three) years from the actual date of completion of the work.
 - 4.4. For work with 5 (five) years Defect Liability Period:
 - 4.4.1. No amount shall be refunded to the contractor for first 3 (three) years from the actual date of completion of the work;
 - 4.4.2. 30% (thirty percent) of the same shall be refunded to the contractor on expiry of 4 (four) years from the actual date of completion of the work;
 - 4.4.3. The balance 70% (seventy percent) of the same shall be refunded to the contractor on expiry of 5 (five) years from the actual date of completion of the work.
17. HRBC reserves the right to cancel the NIEt or tendering process and also any or all tenders at any stage without assigning any reason to the applicant and no claim in this respect will be entertained.
18. During scrutiny or at any stage of bidding, if it comes to the notice of the Tender Inviting Authority that the credential(s) and/or any other paper(s) of any bidder are incorrect / manufactured / fabricated, that bid will be considered as non-responsive and rejected outright, and if detected during the performance of the contract, the agreement shall be liable to be terminated and the firm / company shall also be liable to be blacklisted and/or prosecuted under appropriate sections of Indian Penal Code along with Indian Information & Technology Act 2008 & any other applicable law for the time being in force in addition to forfeiture of Earnest Money/Security Deposit.

All documents / papers uploaded / submitted by the bidder must be legible failing which the bid may be rejected without assigning any reason thereof.

19. In case of inadvertent typographical mistake in the BOQ / Schedule of Works / Price Schedule / Rates / elsewhere, the same may be treated to be so corrected as to conform with the relevant schedule of rates and / or technically sanctioned estimate. Where there is a discrepancy between the unit rate and corresponding total amount resulting from multiplying the unit rate by the quantity in the BOQ, the unit rate quoted shall govern.
20. The Earnest Money may be forfeited.
 - 20.1. If the Bidder withdraws the Bid during the period of Bid Validity.
 - 20.2. In case of a successful Bidder, if the Bidder fails within the specified time limit to deposit the balance amount of Earnest Money, if any, or to sign the agreement. During scrutiny or at any stage of bidding or even after award of contract, if it comes to the notice of Tender inviting authority that the credential or any other paper is found incorrect / manufactured / fabricated.
21. 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, all tender documents forming part of the bid as uploaded at the time of submission of bid, the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto and West Bengal Form No. 2911 (i / ii) for work valued upto 25 crore.
22. The eligible responsive bidder, whose sum total offered price considering all the items of works stands lowest, will be considered for awarding the entire work. In no case award of individual item of work will be awarded to the concerned item-wise Lowest Bidder.
23. If any discrepancy arises between two similar clauses on different notification(s), the clause as stated in later notification will supersede the former one in the following sequence:-
 - i) Form No. 2911 (i/ii)
 - ii) NIeT
24. Preventive Measures are to be taken by the successful bidder as to control of pollution at site due to the work and strict implementation of direction of the Engineer-in-charge will be binding.
25. For any supplementary work that may become necessary to be executed the SOR of the West Bengal PWD & PWD (Roads) will govern.

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Deputy Director (Pl. & Dn.), HRBC