



# 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

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## Notice Inviting E-Tender

**Memo No: HRBC/12C-127/2015/293**

**Date: 09.08.2023**

**Notice Inviting e-Tender No:- HRBC/JPM(W)/KR/07/23-24 dated 09.08.2023** Joint Project

Manager(Works), 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	Tentative 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	Supplying, fitting and fixing of view cutters at sharp bend portion near Multi layer car parking (Both side) on 2nd Hooghly Bridge Ramp for safety and Security of Nabanna.	Rs. 33,52,205.00	Rs 67,045.00 (Details given below)	Rs 2500.00 (Details given below)	90 Days from the date of commencement	Joint Project Manager (Works), HRBC	Bonafide, resourceful outsiders (Ref : S1 5 of this NIeT)
2	Repairing of Potholes and small depressions at Kona Expressway including different approaches & all interchanges of Vidyasagar Setu at Howrah side.	Rs. 6,62,896.00	Rs 13,260.00 (Details given below)	Rs 1000.00 (Details given below)	180 Days from the date of commencement	Joint Project Manager (Works), HRBC	Bonafide, resourceful outsiders (Ref : S1 5 of this NIeT)

Seal and Signature of the Tenderer

Joint Project Manager (Works)  
HRBC

3	Construction of Guard Room with toilet at Foreshore Road ground for the year 2023-2024(Building and S&P Works)	Rs. 7,95,742.00	Rs. 15,920.00 (Details given below)	Rs 1000.00 (Details given below)	60 Days from the date of commencement	Joint Project Manager (Works), HRBC	Bonafide, resourceful outsiders (Ref : SI 5 of this NIeT)
4	Maintenance of Garden & landscaping work in the median verge (Island nos- 7,8,9,10) of Munshi Prem Chand Sarani, Kolkata for the period of 1 (one) year.	₹ 3,79,930.00	Rs 7,600.00 (Details given below)	Rs 750.00 (Details given below)	365 Days from the date of commencement	Joint Project Manager (Works), HRBC	Bonafide, resourceful outsiders (Ref : SI 5 of this NIeT)
5	Providing fitting and fixing A.C.P sheet at the damaged Portion of View cutter including removal of rubbish from different location surrounding Nabanna, Howrah side.	₹ 2,75,765.00	Rs 5,520.00 (Details given below)	Rs 750.00 (Details given below)	21 Days from the date of commencement	Joint Project Manager (Works), HRBC	Bonafide, resourceful outsiders (Ref : SI 5 of this NIeT)
6	Periodical Trimming of Trees and clearing of jungles weeds etc surrounding Nabanna and Cutting of plants from the concrete surface and top of pier head at all interchanges of Howrah side for a period of 4 (Four) Months	₹ 2,33,885.00	Rs 4,700 (Details given below)	Rs 750.00 (Details given below)	120 Days from the date of commencement	Joint Project Manager (Works), HRBC	Bonafide, resourceful outsiders (Ref : SI 5 of this NIeT)

Seal and Signature of the Tenderer

Joint Project Manager (Works)  
HRBC

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.

- 1.1 **Earnest Money:** The initial amount of Earnest Money for the works are **SL-1) Rs. Rs 67,045.00** (Rupees Sixty Seven thousand Forty Five hundred Only), **SL-2) Rs 13,260.00** (Rupees Thirteen thousand Two hundred Sixty Only), **SL-3) Rs 15,920.00** (Rupees Fifteen thousand Nine hundred Twenty Only), **SL-4) Rs 7,600.00** (Rupees Seven thousand six hundred Only). **SL-5) Rs 5,520.00** (Rupees Five Thousand Five hundred twenty Only) **SL-5) Rs 4,700** (Rupees Four Thousand Seven hundred Only) Total amount of Earnest Money will be 2% of total quoted amount by the bidder (Estimated Amount + Quoted Amount in excess of estimated amount). However, the bidder will have to deposit an initial amount as mentioned above towards the earnest money during the submission of bid online.” The balance amount of earnest money if any (so as to cover 2% of quoted bid amount) will have to be deposited in a manner which will be mentioned in the Letter of Acceptance.
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. 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. 8 of this NIeT.
5. **Eligibility criteria for participation in the tender:**
  - 5.1. **Requirement of Work Experience/Credentials:**

**5.1.1. For 1st Call of NleT:**

5.1.1.1. Intending tenderers should produce credentials of a similar nature of completed work of the minimum value of 40% (forty percent) of the estimated amount put to tender during 5 (five) years prior to the date of issue of the tender notice; or,

In case of Joint Venture, one partner in the Joint Venture should produce credentials of a similar nature of completed work valuing minimum 40% (forty percent) of the estimated amount put to tender during 5(five) years prior to the date of issue of this Tender Notice; or,

5.1.1.2. Intending tenderers should produce credentials of 2 (two) similar nature of completed work, each of the minimum value of 30% (thirty percent) of the estimated amount put to tender during 5 (five) years prior to the date of issue of the tender notice; or,

In case of Joint Venture, either one partner shall have to produce credentials of 2(two) similar nature of completed works, each of minimum value of 30% (thirty percent) of the estimated amount put to tender during 5(five) years or any two partners must each shall have to produce credentials of 1(one) similar nature of completed work, each of minimum value of 30% (Thirty percent) of the estimated amount put to tender during 5(five) years prior to the date of issue of this Tender Notice; or,

5.1.1.3. Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 80% (eighty percent) or more and value of which is not less than the desired value at (i) above;

In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tenderer.

In case of Joint Venture, credentials for running works will not be considered.

**5.1.2. For 2nd Call of NleT:**

5.1.2.1. Intending tenderers should produce credentials of a similar nature of completed work of the minimum value of 30% (thirty percent) of the estimated amount put to tender during 5 (five) years prior to the date of issue of the tender notice; or,

In case of Joint Venture, one partner in the Joint Venture should produce credentials of a similar nature of completed work valuing minimum 30% (Thirty percent) of the estimated amount put to tender during 5(five) years prior to the date of issue of this Tender Notice; or,

5.1.2.2. Intending tenderers should produce credentials of 2(two) similar nature of completed work, each of the minimum value of 25% (twenty five percent) of the estimated amount put to tender during 5 (five) years prior to the date of issue of the tender notice; or,

In case of Joint Venture, either one partner shall have to produce credentials of 2(two) similar nature of completed works, each of minimum value of 25% (twenty five percent) of the estimated amount put to tender during 5(five) years prior to the date of issue of this Tender Notice or any two partners must each shall have to produce credentials of 2(two) similar nature of completed work,

each of minimum value of 25% (Twenty five percent) of the estimated amount put to tender during 5(five) years prior to the date of issue of this Tender Notice; or,

- 5.1.2.3. Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 75% (seventy five percent) or more and value of which is not less than the desired value at (i) above;

In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tenderer.

In case of Joint Venture, credentials for running works will not be considered.

- 5.1.3. ***For 3rd Call of NIeT:***

- 5.1.3.1. Intending tenderers should produce credentials of a similar nature of completed work of the minimum value of 20% (twenty percent) of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice; or,

In case of Joint Venture, one partner in the Joint Venture should produce credentials of a similar nature of completed work valuing minimum 20% (Twenty percent) of the estimated amount put to tender during 5(five) years prior to the date of issue of this Tender Notice; or,

- 5.1.3.2. Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 70% (seventy percent) or more and value of which is not less than the desired value at (i) above,

In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tenderer.

In case of Joint Venture, credentials for running works will not be considered.

**This NIeT, being the 1<sup>st</sup>/2<sup>nd</sup>/3<sup>rd</sup> Call, Sub-Cl. 5.1.1/5.1.2/5.1.3 shall be applicable.**

- 5.1.5 **Other terms and conditions of the credentials:**

- 5.1.5.1 Payment certificate will not be treated as credential.

- 5.1.5.2 Credential certificate issued by 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, on the executed value of completed / running work will be taken as credential.

No credential will be considered as valid unless it is supported by Work Order, Price Schedule or BOQ of work and completion certificate mentioning the value of executed work and the date of completion issued by the competent authority not below the rank of Executive Engineer or equivalent or competent authority of a State / Central Government, State / Central Government undertakings, Statutory / Autonomous bodies constituted under the Central / State Statute.

N.B. Estimated Amount, Tendered Amount, Value of Executed Work, Date of Completion of Project along with telephone number & detail address for communication of client must be indicated in the Credential Certificate.  
[Refer Section B : Form No. II]

[Non Statutory Documents]

5.2 Financial Capability:

The bidder should have a minimum average annual turnover of for **SL-1) Rs. 136.00 lakh, SL-2) Rs 13.44 Lakh, SL-3) Rs 48.22 Lakh, SL-4) Rs 3.80 Lakh SL-5) Rs 48.00 Lakh, SL-6) 7.15 Lakh** during the last 3 (three) years ending on 31st March, 2022 and a minimum net worth of at least **Rs.(10% of annual turnover)** as on 31st March,2022. [Refer Section B : Form No. III]

[Non-statutory documents]

5.3 Technical Capability:

The bidder should provide list of technical personnel identified by name, who will be assigned to the project implementation in different capacities. [Refer Section B : Form No. IV]

[Non-statutory documents]

5.4 Equipment Capability:

The prospective bidders should furnish list of all machineries to be deployed for execution of work of the project. [Refer Section B : Form No. V]

[Non-statutory documents]

5.5 General Criteria:

The bidder and each of the partners of joint venture company should submit the following documents:

5.5.1 The prospective bidders or any of their constituent partner 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, black listing/debarment or financial failures during last 5(five) years. Also, the bidder should not have been involved in any litigation with HRBC during the last 5(five) years prior to the date of this NIeT. The aforesaid conditions will be considered as disqualification towards eligibility. (A declaration in this respect [Refer Section B : "Form VI: Declaration"] has to be furnished by the prospective bidders without which the Technical Bid shall be treated as non-responsive.

[Non-statutory documents]

5.5.2 PAN Card, Professional Tax Deposit Challan for the year 2023-2024, Trade License (2023-2024), valid 15-digit Goods and Service Tax payer Identification Number (GSTIN) under GST Act. 2017, Income Tax Acknowledgement Receipt for Assessment Year 2022-2023/2020-2022 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 In case of Proprietorship, Partnership Firms, Ltd. Company and Joint Venture Company, Tax Audit Report in 3CD Form are to be furnished along with the Balance Sheet and Profit and Loss Account, and all the documents along with schedules forming the part of Balance Sheet and Profit & Loss Account should be in favour of applicant. No other name along with applicant's name in such enclosure will be entertained.

[Non-statutory documents]

5.5.5 Registered Partnership Deed for Partnership Firm and Joint Venture Agreement for Joint Venture Company is to be submitted. Companies shall furnish the Article of Association and Memorandum.

[Non-statutory documents]

5.5.6 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]

5.6 Joint Venture/Consortium:

Joint Ventures will not be allowed for works upto 25 Crores. For work more than 25 Crores, joint venture comprising of not more than two members may be allowed. 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. Lead member of such joint venture shall have at least 51% share of holding in the company. Capabilities of both partners will be combined to evaluate the eligibility of the Joint Venture Company in respect of Financial Capability as stated in Sl. No.5.2.

[Non-statutory documents]

6. A prospective 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 NleT, Tender documents & other documents (online) (Publishing Date)	<b>10/08.2023 at 10:00 AM</b>
2	Documents download / sale start date (online)	<b>10/08.2023 at 10:00 AM</b>
3	Bid submission start date (online)	<b>10/08.2023 at 10:00 AM</b>
4	Bid Submission closing date (online)	<b>25/082023 at 11:00 AM</b>
5	Bid opening date for Technical Proposals (online)	<b>28/08/2023 at 11:00 AM</b>
6	Date of uploading list for Technically Qualified Bidder (online)	<b>After evaluation of Technical Proposal</b>
7	Date for opening of Financial Proposal (online)	<b>To be notified at the time of publishing Technical Evaluation Summary in the e-procurement portal only.</b>

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 and amounts 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 (%below/at par/%above) in the space marked and upload the same digitally signed.

The rates in the priced BOQ are exclusive of GST and Labour Welfare Cess. The contractor's quoted rate 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 changed in accordance with the provisions of GST Act'2017.



12. Successful Tenderers will be required to obtain valid Registration Certificate & Labour License from respective Regional Labour Offices where construction work by them are proposed to be carried out as per Clauses U/S 7 of West Bengal Building & other Construction Works' Act, 1996 and U/S 12 of Contract Labour Act.

Successful tenderers will be required to observe the following conditions strictly:

- 12.1 Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees State Insurance Act, 1948 should be strictly adhered to wherever such Acts become applicable.
- 12.2 Minimum wages to the workers shall be paid according to the rates notified and / or revised by the State Government from time-to-time under the Minimum Wages Act, 1948 in respect of scheduled employments, within the specified time as per law. Payment of bonus, wherever applicable, has to be made.
- 12.3 Adequate safety and welfare measures must be provided as per the provisions of the Building and other Construction Workers' (Regulation of Employment & Conditions of Service) Act, 1996 read with West Bengal Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Rules, 2004.
- 12.4 All liabilities arising out of engagement of workers are duly met before submission of bills for payment.

If there is any violation of any or all the relevant above criteria during execution of the job, it will render the concerned agencies ineligible for the work then and there or at any subsequent stage as may be found convenient.

12. The payment will be made as and when fund is available from the concerned source. No claim whatsoever for delay in payment, if any, will be entertained. Retention money towards performance Security amount to 10% (ten percent) of the value of the work will be deducted from the running account bill of the tender as per prevailing order. No interest will be paid on security deposit.
13. **Price Adjustment / Price Preference:**  
**No Adjustment of Price OR Price Escalation of any kind will be allowed.**  
**No Price Preference will be allowed for the work under this NIT.**
14. **No Mobilisation Advance and Secured Advance will be allowed.**
16. **Additional Performance Security when the bid rate is 80% or less of the Estimate put to tender and no increase in scope of work of projects during execution phase.**
- i) Additional Performance Security @ 10% of the tendered amount shall be submitted by the successful bidder if the accepted bid value is 80% or less of the Estimate put to tender.
- ii) The Additional Performance Security shall be submitted in the form of Bank Guarantee from any Scheduled Bank before issuance of the Work Order. If the bidder fails to submit the Additional Performance Security within seven working days from the date of issuance of Letter of Acceptance, his Earnest Money will be forfeited and other necessary actions as per NIT like blacklisting of the contractor,

etc, may be taken. The Bank Guarantee shall have to be valid up to end of the Contract Period and shall be renewed accordingly, if required.

- iii) The Bank Guarantee shall be returned immediately on successful completion of the Contract. If the bidder fails to complete the work successfully, the Additional Performance Security shall be forfeited at any time during the pendency of the contract period after serving proper notice to the contractor. Necessary provisions regarding deduction of security deposit from the progressive bills of the contractor as per relevant clauses of the contract shall in no way be altered / affected by provision of this Additional Performance Security.
- iv) No interest would be paid on the Performance Security Deposit.

**17. 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 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.

The Dispute Redressal Committee of HRBC is constituted with the following officials as members:

1.	Additional Chief Secretary / Principal Secretary / Secretary of the Transport Department, Govt. of W.B.	Chairman
2.	Joint Secretary / Deputy Secretary of the Transport Department, Govt. of W.B.	Member
3.	Advisor (Engineering / Works) to the Vice Chairman, HRBC	Member
4.	Chief Project Manager, HRBC	Member Secretary and Convenor
5.	FA & CAO, HRBC	Member

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

18. 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 the work as mentioned in the Notice inviting Tender, the cost of visiting the site shall be at the Bidder's own expense. Issuance of letter of acceptance / Work Order may be delayed and / or work may be financially restricted upto the limit of existing administrative approval until receipt of administrative approval / revised administrative approval from the competent authority (in applicable cases). Also issuance of Letter of Acceptance / Work Order may be delayed and / or work may be restricted in some stretches till necessary land for the same is made available and / or encroachments are removed (in applicable cases). No claim, whatsoever, for such delay in issuance of Letter of Acceptance / Work Order and / or restriction of work will be entertained. Intending bidders may keep these criteria in mind while participating in tender and / or while quoting their rates.
19. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' before bidding.
20. There will be a "Defect Liability Period" of 03 (Three) months. 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

“The word ‘Government’ means the Hooghly River Bridge Commissioners (HRBC)”

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 the Engineer-in- Charge of the concern work, PWD, Government of West Bengal 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.

21. 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.

22. During scrutiny or at any stage of bidding or even after award of contract, if it comes to the notice to 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 out rightly rejected & the firm / company shall also be liable to be prosecuted under Section 197, 199 & 200 of Indian Penal Code, 1860 along with Section 71 & Section 73 of 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 will be summarily rejected without assigning any reason thereof.

23. Clause 41 of the Printed Tender Form 2911 is not applicable.

24. In case there is any objection regarding qualifying of any agency, that should be lodged to the Vice Chairman, HRBC within 48 (forty eighty) hours (including holidays) from the date and time of publication of list of qualified agencies and beyond that time schedule no objection will be entertained by the Bid Evaluation Committee. The objection shall also be submitted to the E-mail ID: ..... of the TIA, within the said time frame.

25. Before issuance of Letter of Acceptance / Work Order, the tender inviting authority may verify the credentials & other documents of the lowest tenderer if found necessary. After verification, if it is found that such documents submitted by the lowest tenderer are either manufactured or false, in that case Letter of Acceptance / Work Order will not be

issued in favour of that tenderer under any circumstances and further penal action may be taken against him as per rule.

26. 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.
27. This is a time bound urgent work. Hence the Bid Evaluation Committee reserves the right to ignore some deficiencies at their discretion in case of first call and no challenge whatsoever against such decision of the said committee will be entertained. In case of 2nd Call, the Bid Evaluation Committee reserves the right to ignore some more deficiencies at their discretion and no challenge whatsoever against such decision of the said committee will be entertained. In case of third and subsequent calls, the Bid Evaluation Committee reserves the right to ignore more and more deficiencies at their discretion and no challenge whatsoever against such decision of the said committee will be entertained.
28. Bidders should upload their documents from original copies. Uploading Photocopy & illegible copies will not be accepted.
29. The Earnest Money may be forfeited.
  - 29.1. If the Bidder withdraws the Bid during the period of Bid Validity.
  - 29.2. 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 is come to the notice to Tender inviting authority that the credential or any other papers found incorrect / manufactured / fabricated.
  - 29.3. If the Bidder fails to submit the Additional Performance Security (if any) within seven working days from the date of issuance of Letter of Acceptance.
  - 29.4. If the bidder fails to install plant & machineries within 45 (forty five) days from the date of issue of the Work Order.

All works covered in the clause appearing hereinafter shall be deemed to form a part of the appropriate item or items of works appearing in the work schedule whether specifically mentioned in any clause or not and the rates quoted shall include all such works unless it is otherwise mentioned that extra payment will be made for particular works.

30. Quality Monitoring and Supervision Consultant (Third Party Quality Control):
  - 30.1. Reputed engineering firm may be engaged to act as Supervision Consultant as per direction of the Engineer-in-Charge. The Supervision Consultant will assist the Engineer-in-Charge to monitor the project, checking the quality and quantity of works etc. Supervision Consultant or any person authorized by the Engineer-in-

Charge shall at all reasonable time have access to the site, all plant and all places where materials are being manufactured and tested. The contractor will have to afford every facility for and every assistance in obtaining the right to such access.

30.2. Third Party quality audit may also be conducted for quality monitoring as per sole discretion of the Engineer-in-Charge.

31. 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 invitation of bid, the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto and standard West Bengal Form No. 2911.

32. 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.

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**Joint Project Manager (Works)**  
**HRBC**