HOOGHLYRIVER 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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Date: 13.05.2025

Notice Inviting E-Tender

Memo No. HRBC/12C-188/2025/130525-1

NIeT No. HRBC/01/DIRPLDN/2025-2026

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

(Submission of Bid through online)

List of Schemes:

S1. 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 Comple-tion	Name of the Concerned Officer	Eligibility of Contrator
	(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Electrical, Fire Fighting, HVAC, Civil & PHE works for Construction of proposed Academic Building (B+G+9) Block-II for Raiganj University at Raiganj	13,72,33,109/=	10,00,000/=	Rs.10,000/= (for successful bidders only)	8 (eight) months	Director (Pl.&Dn.) HRBC	Bonafide, resourceful outsiders (Ref: SI 5 of this NIeT)

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 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 challan from e-tendering portal.

- 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 After the issue of LOA/Work Order and before the signing of Agreement, the agency shall have to deposit the balance amount of Earnest Money, if any, to make the total EMD equal to 2% of the Tendered Amount.
- 1.4 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 beyond which no objection will be entertained by the Bid Evaluation Committee.

5. Eligibility criteria for participation in the tender:

5.1. Work Experience / Credential

- 5.1.1 Intending tenderers shall have to furnish credentials of a completed **single** work of similar nature as a sole firm (not as a sub-contractor) under the authority of a State/Central Govt., State/Central Govt. undertaking, Statutory/ Autonomous Bodies constituted under the Central/State Statute/ Local Body of State Govt. having minimum value of **40%** (forty percent), (30% in case of 2nd call and 20% in case of 3rd call) of the estimated amount put to tender during 5 (five) years prior to the date of issue of the tender notice; OR,
- 5.1.2 Intending tenderers should produce credentials of **2** (two) nos. completed works of similar nature as a sole firm (not as a sub-contractor), 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,
- 5.1.3 Intending tenderers should produce credentials as a sole firm (not as a sub-contractor) of asinglerunningwork of similar nature which has been completed to the extent of 80% (eighty percent) [75% in case of 2nd call, 70% in case of 3rd call] or more and value of which is not less than the desired value at (i) above;

In case of running works, bidders shall submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority wherein the extent of executed work should be mentioned and it should also be clearly stated that the work is in progress satisfactorily and that no penal action has been initiated against the executing agency, i.e., the tenderer.

[Non-statutory documents]

- N.B.:
- (i) Name of the work, name of the client, estimated amount, date of completion of project or percentage of physical progress of works for running works, value of work done, salient feature and nature of the work executed should be mentioned in thecertificate. Certificate issued by the Executive Engineer or equivalent or competent authority of State/Central Govt., State/Central Govt. undertaking, Statutory/Autonomous Bodies constituted under the statute of the Central/ State Govt. will be taken as credential.
- (ii) **Joint Venture is not allowed.**
- (iii) The contractor should have credential of having executed similar works i.e., **civil works as well as Electrical, Lift, HVAC, Fire Fighting works** and should possess valid Electrical ContractoryLicense and comply with manpower & equipment capability for those works vide Clause 5.3.

5.2. <u>Financial Capability</u>

- Available liquid assets (aggregate of working capital, cash in hand, uncommitted Bank Guarantees) and /or credit facilities should not be less than 10% of the estimated cost put to tender. In this respect, the bidder must attach necessary documents with the application. The Bidder's Net Worth for the last year calculated on the basis of capital, profit and free reserve available to the firm should be positive.
- ii) The available **Bid Capacity** at the time of bidding (to be calculated on the basis of prescribed format vide Section-B, Form III) of the applicant shall not be less than the Estimated amount put to tender of the intended job.

The available Bid Capacity (Form IIIA) at the time of bidding (to be calculated on the basis of prescribed format SECTION – B, Form – III, Form – IIIB of the prospective applicant shall not be less than the Estimated amount put to tender of intended job.

Form – III, IIIA and IIIB in this respect to be duly submitted along with uploaded Form- 3CB, 3CD in I.T. Portal for the last 5 financial years starting from FY 2019-20 for verification of Annual Turnover. All data as mentioned in Form IIIBshall be available through UDIN verification.

iii) If a bidder feels that his/their Net Worth beyond own resource may be insufficient, he/they may include with the application a letter of guarantee issued by a first class Bank to supplement the applicant. This letter of guarantee should be addressed to the Tender Inviting/ Accepting Authority and should guarantee duly specifying the name of the project that in case of contract is awarded to the Bidder, the Bidder will be provided with a revolving line of credit. Such revolving line of credit should be maintained until the works are taken over by the Engineer-In-Charge/ Employer [Refer Form-IIIC].

[Non-statutory documents]

5.3 <u>Technical Capability</u>

The bidder should have in its full time engagement, experienced technical personnel, the minimum being **01** (one) **Graduate Engineer and 01** (one) **Diploma Engineer in Civil Engineering**, &**01** (one) **Graduate Engineer, 01** (one) **Diploma Engineer in Electrical Engineering**, and **01** (one) **Supervisor** having expertise in electrical works holding a valid *Supervisory Certificate of Competency* issued by the Directorate of Electricity, GoWB in relevant S.C.C. parts as 1, 2, 4, 5, 6A, 7A, 7B, 7C, 9, 10, 11, 12 as per I.E.Rules or Equivalent National Supervisor's Certificate of Competency. (documents in respect of qualification and engagement shall be furnished for Technical Evaluation).

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 bidders should furnish list of all Tools & Plant and Machineries (owned/ arranged on leasehold) required to be deployed for execution of the project, in the prescribed format where the minimum requirement has been prescribed. [Refer Section B: Form No. V]

[Non-statutory documents]

5.5 General Criteria:

5.5.1 The prospective bidders or their constituent partners should not have record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc., and they should not have been blacklisted or involved in any litigation with HRBC during the last 5 (five) years prior to the date of this NIeT. Such abandonment or litigation history etc., as mentioned above, will be considered as disqualification towards eligibility. (A declaration in this respect through Self-Declaration [Refer Section B: "Form VII: Self-Declaration"] has to be furnished by the prospective bidders without which the Technical Bid shall be treated as non-responsive.

[Non-statutory documents]

5.5.2 Technical Bids must contain copies of (i) PAN Card, (ii) 15 digit GST Identification Number (GSTIN) (iii) Latest Income Tax Return, (iv) Professional tax Clearance Certificate/ Professional Tax Deposit Challan, (v) Trade License (for current F.Y.).

[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 Reports 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]

- 6. Deleted.
- 7. 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.
- 8. Deleted
- 9. Bids shall remain valid for a period of 120 (one hundred and twenty) days after the date of Bid opening specified in Sl. 11 below.
- 10. Deleted.

11. Date and Time Schedule:

Sl. No.	Particulars	Date & Time	
1	Date of uploading of NIeB, Bid documents & otherdocuments (Online) (Publishing Date)	14/05/2025	
2	Documents download / sale start date (Online)	14/05/2025	
3	Last Date of submission of queries by email, if any, by bidders to be discussed in Pre-Bid Meeting.	19/05/2025	
4	Pre-Bid Meeting with the intending Bidders (optional for the Bidders)	21/05/2025 at 15.00 Hrs.	
5	Bid submission start date (Online)	23/05/2025 at 10.00 Hrs.	
6	Bid Submission closing date (Online)	05/06/2025 at 13.00 Hrs.	
7	Bid opening date for Technical Proposals (Online)	09/06/2025 at 14.00 Hrs.	
8		After evaluation of	
	Date of uploading list for Technically Qualified Bidder (online)	Technical Proposal	
9	Date for opening of Financial Proposal (online)	To be notified later on	

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

13. Rate to be quoted:

The bidders are to quotetheir rates in % above/ % below/ at par the priced schedule of the BOQ. The Estimated Amount of *Rs.13,72,33,109/=* is exclusive of GST and Labour Welfare Cess.

The bidder's offered rates shall be 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 payment 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.

- 14. Deleted
- 15. 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.
- Deleted
- 17. Deleted
- 18. 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 financial offer of the bidder as accepted by the TIA together with any correspondence leading thereto and West Bengal Form No. 2911 (i / ii) for work valued upto 25 crore.
- 19. Deleted
- 20. In the event of furnishing false/incorrect information by the agency, the bid security 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 false/incorrect information in the tender, the agreement is liable to be terminated and security money and other payments due to the contractor shall be forfeited and the contractor is liable to be blacklisted for a considerable period.
- 21. Deleted
- 22. Deleted
- 23. 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.
- 24. As per the Gazette Notification No. 1140 PRD-33011/1/2024-MGNREGA SEC dated 07.03.2024 of P&RD Department, it is mandatory to engage Job Card Holders, who are registered under MGNREGS, as unskilled workers for execution of awarded works and also to comply the provisions as laid down in the above stated notification.
- 25. *Price Adjustment:* No Adjustment of Price OR Price Escalation of any kind will be allowed.
- 26. No Mobilization Advance or Secured Advance will be allowed.
- 27. 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.

- 28. 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.
- 29. **Defect Liability Period shall be 5 (five) years**as per G.O. no. 5784-PW/L&A/2M-175/2017 dt. 12/09/17 (with latest amendment) as applicable to this work.

The Clause 17 contained in the WB Form No. 2911 (new version) so far as they relate to DLP and refund of Security Deposit is to be treated as superseded by the Clause 17 as below:

If the contractor or his workmen or servant or authorized representatives shall break, deface, injure or destroy any part of the building, in which they may be working or any building, road, road curbs, fence, enclosure, water pipes, cables, drains, electric or telephones posts or wires tress, 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 imperfections 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, 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 contractor from the Government or from his security deposit, either full, or of a sufficient portion therefore 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 sum, 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 from 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 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 year 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 year Defect Liability Period:
 - (i) No security deposit shall be refunded to 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 profiles 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 5 years or more, widening and strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 year 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.

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 be submitted as per format acceptable to HRBC. The Engineer-in-Charge should obtain confirmation of the Bank Guarantee directly from the Bank before its acceptance.
- 30. 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.

- 31. The Earnest Money may be forfeited.
 - 31.1. If the bidder withdraws the bid during the period of bid validity.
 - 31.2. 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 incorrect /fabricated/ tampered/false.
- 32. 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
- 33. Deleted
- 34. For any supplementary work that may become necessary to be executed the SOR of the Govt. of West Bengal will govern.
- 35. Special terms & conditions:
 - (i) The contractor shall have to engage a consultant expert in Fire Fighting System as approved by the Engineer-in-Charge at his own cost during execution of such work.
 - (ii) Necessary Final Fire Safety Certificate (FSC) to be obtained by the agency at his own cost.
 - (iii) The Contractor will have to submit the electrical layout of plan in both hard & soft copy free of cost in consultation with Engineer-in-Charge before commencement of the work.
 - (iv) Arrangement of power for execution of the electrical work will be the contractor's responsibility.

Director (Pl. & Dn.), HRBC

Date: 13.05.2025

No.- HRBC/12C-188/2025/130525-1/1(7)

Copy forwarded for information to:

- 1) Vice-Chairman, HRBC
- 2) Secretary, HRBC
- 3) Chief Project Manager, HRBC
- 4) FA & CAO, HRBC
- 5) Project Manager (Electrical), HRBC
- 6) Sr. Project Engineer, HRBC
- 7) Sri M. Das, Deputy Director (Pl. & Dn.), HRBC

Director (Pl. & Dn.) HRBC