

Office of the
Chief Executive Officer
HALDIA DEVELOPMENT AUTHORITY
City Centre, P.O. – Debhog, Haldia, Dist. - Purba Medinipur
E-mail : ceo.hda@gmail.com

Memo No. /HDA/IX-C-217

Dated the February, 2009

NOTICE INVITING TENDER NO. 161/HDA/EC OF 2008-2009

Sealed Tender on behalf of Haldia Development Authority are hereby invited by the Chief Executive Officer, Haldia Development Authority from bonafide & resourceful contractor for the following works.

1. a) Description : Composite work for proposed District Head Quarter at Nimtouri Tamluk, Purba Medinipur.(Gr-A)
Phase-I : Construction of road.
Phase-II : Construction of cross drainage work
Phase-III : Land Development work by carried earth and fly ash
Phase-IV : Construction of side drain.
- b) Estimated Amount put to tender : Rs. 10,61,26,729/- (Rupees ten crore sixty one lakhs twenty six thousand seven hundred twenty nine) only
- c) Time of completion : 300 days (three hundred)
- d) Earnest money : 1% of Estimated Amount i.e Rs. 10,62,000/- (Rupees ten lakh sixty two thousand) only to be deposited at the time of dropping of tender paper. Balance @ 1% to be submitted by the successful tenderer before issuance of work order. **OR** 2% of estimated amount i.e 21,24,000/- in the form of Bank Guaranty from any Nationalized Bank at the time of dropping of tender paper.
- e) Composite Tender value of three types of works as state at item 1(a) above executed during last 5 (five) years from Government or semi Government Organisation ending on 31.12.2008. : 50% of composite work i.e Rs. 5,31,00,000/- (Rupees five crore thirty one lakhs)
- f) Minimum solvency certificate from Banker (01 year from the date of tendering). : 6,40,00,000/-(Rs. Six crore forty lakhs) only along with up to date statement of Bank A/C.
- g) Cost of Tender Paper : Rs. 8000/- (eight thousand)
- h) Last date of application : 18.02.2009 upto 2:00 PM
- i) Date of purchase of Tender Paper. : 20.02.2009 upto 2:00 PM
- j) Date and time of dropping of Tender : 23.02.2009 upto 3:00 PM
- k) Date & Time of Opening of Tender : 23.02.2009 at 3:30 PM
- l) Turn over in any year during last five years. : 6,40,00,000/-(Rs. Six crore forty lakhs) only
- m) All documents to be submitted in original for verification. : Yes
- n) Validity of Bid. : 180 (one hundred eighty) days
- o) HDA reserves the right not to issue tender documents in future to the agency under the following circumstances.
 - (i) Delay in completion of job.
 - (ii) Performance in terms of either quality of materials and workmanship.
 - (iii) Litigation and court cases

Contd.....P/2

- p) The bidder shall be required to properly maintain the road including all its components for a period of 3 years from the date of completion and handing over to HDA in proper format, A Security Deposit of 10% shall be deducted from each RA bill (upto 10% in total). 2% EMD may be adjusted with the Security Deposit. The release of S.D. would be subject to quality and maintenance of the road and its components satisfactory for entire period of 3 years.

The schedule for release would be as below :

- i) Completion of 1st year from the date of completion – 30% of SD
- ii) Completion of 2nd year from the date of completion – 30% of SD
- iii) Completion of 3rd year from the date of completion – 40% of SD

2. The undersigned reserves the right to reject incomplete application without any further intimation. Further information is to be submitted with application if required.
3. The following details are to be enclosed in technical bid :
 - a. Name and address, registration in details of Firm / Company / Agency with name of proprietor or partner etc.
 - b. Name & address of Banks with Banker's Certificate indicating financial capabilities.
 - c. Valid & complete **IT, ST, VAT, PT, PF & ESI** clearance certificate to be enclosed (Xerox copy). Original document to be shown before issue of work order.
 - d. Registration details with any Government or Semi-Government or other organisation.
 - e. List of important Projects in hand/projects completed in the last 5 years.
 - f. Details of civil suit arising in the contracts executed during last 5 years.
 - g. Name of technical Personnel with qualifications and experiences for this work.
 - h. List of plants and machineries / equipment with document of proof of ownership or hire agreement papers thereof.
 - i. Any other information to indicate Technical management competence.
4. The intending participants shall have to satisfy the undersigned with their proof of experience and financial capabilities in similar nature of work without which the undersigned does not bind himself to allow him to participate in the Tender and the decision of HDA is final and binding in this regard.
5. No Tender Form will be issued without clearance certificates of current validity in respect of **IT, ST, VAT, PT, PF & ESI** documents. Tender Form will be issued to a Contractor on submission of required credentials / documents as above.
6. In the event of required performance and other documents as may be produced by him is found unsatisfactory, no tender form will be issued to the tenderer.
7. The rate is to be quoted both in words and figures.
8. All corrections in the tender should be signed with date by the Tenderer. Each of the Tender papers and drawings must be signed by the Tenderer.
9. The rates quoted should be considered as inclusive of Sale Tax, Income Tax, VAT and all other taxes as applicable. No extra payment is admissible.
10. The rate quoted in the tender shall remain firm for acceptance within 60 (sixty) days from the date of opening of the Tender.
11. Before submitting any Tender, intending Tenderers are advised to visit the work sites and satisfy themselves about the local conditions and other matters related to the work. The Tenderers submitting their tenders shall be deemed to have done so and HDA does not take any responsibility in this regard.
12. Intending Tenderers shall have to deposit Earnest Money in the shape of Bank Draft, Bank's pay order or Demand Draft payable to Chief Executive Officer, Haldia Development Authority, Haldia Tenders submitted without earnest money shall be liable for rejection. No cheque in any form or cash shall be accepted and Earnest Money deposited for one Tender shall not be transferred to another tender.

Contd.....P/3

13. The consultant / Contractor, whose tender is accepted shall within seven days of issue of an intimation to that effect by this office obtain additional one set of contract documents on production of proof of payment of tender papers in favour of Chief Executive Officer, Haldia Development Authority in UCO Bank and submit the same duly signed by him to this office for formal agreement. If the contractor fails to perform the formalities as mentioned within the specified period, acceptance of the tender will be liable to be cancelled and the earnest money will be forfeited. The failure of formalities as mentioned within the specified period and acceptance of the tender will be liable to be cancelled and the Earnest money will be forfeited. The accepting authority will not bind himself to accept the lowest or any tender and reserve the right to reject / accept in part or in full or all tenders received or to split up the work in different groups if required.
14. Tenderers who will sign on Tender on behalf of a company or Firm must produce the "Registered documents" in respect of their competency to do so, failing which their tender will not be considered.
15. If any Tenderer withdraws his tender before its acceptance without assigning any satisfactory and specific explanation for such withdrawal, he shall be disqualified to participate in any tender for a period of one year.
16. The successful bidder is to obtain license from the Registering Officer and Assistant Labour Commissioner, Haldia, Purba Medinipur under the contract labour (Regulation & Abolition), 1970 and to submit the same to the office on receipt of the work order. He is also required to fulfill all the terms and conditions as embodied in the above Act. as well as any other laws and statutes as applicable.
17. Initial Employment is to be made from the Local Employment Exchange as will be available in forms of Para – 6(b) of 1700/EMP dated 03.08.1989.
18. Any conditional tender will be liable for rejection.
19. After receipt of tender he will submit the work programme establish site office with location details mention the names, designation, experience of Site Engineers etc. He will also mention Work Order Copy, Drawings and tools & tackles to assists HDA Engineers and carry out to HDA and supervision.
20. The successful Tenderer shall have to start the work at per commencement order failing which acceptance order shall be cancelled with forfeiture of earnest money deposited with HDA.
21. Sub-letting of the job is not permissible and the bidder must give one undertaking that he will not sub-let the job under any circumstances. He does so then the department may take suitable action including termination of contract.
22. More issuance of bids does not entitle a bidder to stand qualified technically and the bidder in their own interest will submit credentials about financial and management resources, profit and loss statement and balance sheet (5 years) with company profile as per NIT.
23. All other materials & workmanship shall be as per the approved quality and methodology.
24. If the lowest rate comes to below 10% then additional earnest money @2.5% should be paid along with the agreement or before issue of the work order.
25. The intending tenders may be note that an amount equal to 1% of the contract amount will be deducted from the RA bill / final bill on account of " the building and other construction work (regulation of employment and condition of service) Act, 1996" and "The building and other construction work welfare cess Act, 1996" apart from other statutory deduction like IT, ST, VAT, PF, Service Tax etc. will be applicable from bills/ payment due.
26. No advance will be paid to the working agency. The contractor will pay minimum wages to his workmen in the presence of HDA engineers and only after certification that the minimum wages have been paid by HDA engineers the bill will be processed.
27. Progressive payment will be paid in running account bill subject to good performance. Payment may be withheld / not made on average or poor quality of job. If the agency gets average or poor grading of work quality, he will be debarred for one year from the bids of HDA.

Contd.....P/4

28. Defect liability period starts from the date of completion of works and Security Money (10% of the contract value) will be released in three installments. Details of installments are as sl no 1(p).
29. Steel shall be of SAIL or TATA and cement from ACC, Ultratech and Gujrat Ambuja.
30. All tests are to be undertaken in the approved laboratory and the agency will bear the cost. The frequencies of tests are to be submitted in advance categorically.
31. In the case of earth work in formation/ development filling the contractor will take up such filling in layers not exceeding 250 mm in each layer. The necessary compaction test will be carried out and the report will be submitted to the department before payment of bill similarly for each sequence of road work the contractor will take writing clearance from the department. Failing which action as deem fit will be taken against him.
32. No escalation is permissible.
33. The agency shall erect "Citizen Information Board" which shall be placed on both ends of the road. In the Project, he will place the Board at the site of the project. The details of Information Board are to be approved by HDA.
34. If the contractor after purchase of tender does not submit his tender then the department may ask for explanation in writing asking why he failed submitting the tender. HDA, under such circumstance, may debar the agency to participate in the next tender for period of six months.
35. Mobilization time for all works in 20 days from the issuances of work order.
36. Liquidated damage clause:
The L.D. clause applicable for any delay in execution of work order for reason attributed to the contractor would be @ ½ % of the contract value in the work order as per terms and condition of tender clause per week delay to maximum of 5% of the contract.
37. Force Majeure:
Force majeure shall mean as event occurring beyond the control of Contractor's such as, but not limited to, Wars or revolutions, Civil wars, Major floods, Cyclones and Earthquakes etc. HDA shall have right to cancel or defer the requirement with no liability of any short on us.
38. Electricity For Yard:
Contractor will provide its own power upto completion of works if required.
39. Termination of Contract:
We shall have the right terminate the contract by giving one month advance notice in writing without assigning any reason whatsoever. Further, the contractor shall not eligible for any compensation whatsoever in the event of such termination.
40. Machineries and equipments are essential to execute the work.

SL. No.	Name of Equipments	Quantity
1	Excavator cum Loader	3 Nos.
2	Static Roller (8-10 Tons)	4 Nos.
3	Vibratory Road Roller/Compactor	2 Nos.
4	Tripper	75 Nos.
5	Water Tanker with Sprinklers	2 Nos.
6	Hot mix Plant (40-60 Capacity)	1 No.
7	Grader	1 No.
8	Paver Finisher	1 No.
9	Sheep Foot Roller	1 No.
10	Tar Boiler (Diesel Operated)	2 Nos.

41. **Royalty:** Payment certificate of charges from the concerned authority by the Agency for road embankment/land development works with earth/fly ash of any kind done by HDA direct or through any departmental Agency to be submitted to Haldia Development Authority before processing of any bill for payment to the Agency failing of producing Royalty clearance certificate HDA will deduct the proportionate Royalty amount from bill as per extent Government order. Original royalty charges receipt to be produced for checking and verification the photocopy of Royalty charges.
42. Original copy of all certificates will be produced at the time of submission of application for checking and verification of all supporting documents submitted with application.

Chief Executive Officer
Haldia Development Authority

Memo No. /HDA/IX-C-217

Dated the February, 2009

Copy forwarded for favour of information and wide circulation through the office notice board to

1. The Assistant Executive Officer, HDA
2. The Chairperson, Haldia Municipality, Debhog, City Center
3. The Addl. District Magistrate, Durgachak, Haldia
4. The Sub-Divisional Officer, Durgachak, Haldia
5. The Executive Engineer, Purba Medinipur Zilla Parishad, Tamluk.
6. The Executive Engineer, Haldia W/S & Maintenance Cell, PHE Dte., Durgachak, Haldia
7. The Executive Engineer, PWD, Haldia Construction Division, Durgachak, Haldia
8. The Executive Engineer, PWD (Roads), Tamluk Highway Division, Tamluk
9. The Executive Director, IOC Ltd., Haldia Oil Refinery, Haldia
10. The Finance Officer, HDA
11. The Notice Board of HDA

Chief Executive Officer
Haldia Development Authority