

- 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 proper maintenance of the road and its components satisfactory for the 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

Failure to execute proper maintenance of the road in each year will lead for failure of the security amount for that particular year.

1. The undersigned reserves the right to reject incomplete application without any further intimation. Further information is to be submitted with application if required.
2. 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.
3. 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.
4. 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.
5. 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.
6. The rate is to be quoted both in words and figures.
7. 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.
8. 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.
9. The rate quoted in the tender shall remain firm for acceptance within 90 (ninety) days from the date of opening of the Tender.
10. 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.
11. 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.

12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. Any conditional tender will be liable for rejection.
18. 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.
19. 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.
20. 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.
21. 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.
22. All other materials & workmanship shall be as per the approved quality and methodology.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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).

28. Steel shall be of SAIL or TATA and cement from ACC, Ultratech and Gujrat Ambuja.
29. All test are to be under taken in the approved laboratory and the agency will bear the cost.
30. 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.
31. No escalation is permissible.
32. The agency shall erect "Citizen Information Board" which shall be placed on both ends of the road. The details of board are to be approved by HDA.
33. 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.
34. **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.
35. 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.
37. Completion time is the essence of the contract and any deviations there of will attached **penalty @ ½% per week** delay and maximum of 10% for the non execution portion of the work.
38. The agency should possess H.M.P., paver finisher, roller, vibratory roller and other allied equipments etc. otherwise application will be treated as cancelled.

Chief Executive Officer
Haldia Development Authority

Memo No. **/HDA/IX-C-248**

Dated the **January, 2010**

Copy forwarded for information and necessary action to:

1. The Sabhadhipati, Purba Medinipur Zilla Parishad, Tamluk.
2. The M.P., Tamluk P.C., Karkuli (Near Collage more), Contai, Dist- Purba Medinipur.
3. The M.L.A., Sutahata.
4. The Chairperson, Haldia Municipality, Debhog, City Center
5. The Addl. District Magistrate, Durgachak, Haldia
6. The Assistant Executive Officer, HDA
7. The Sub-Divisional Officer, Durgachak, Haldia
8. The Executive Engineer, Purba Medinipur Zilla Parishad, Tamluk.
9. The Executive Engineer, Haldia W/S & Maintenance Cell, PHE Dte., Durgachak, Haldia
10. The Executive Engineer, PWD, Haldia Construction Division, Durgachak, Haldia
11. The Executive Engineer, PWD (Roads), Tamluk Highway Division, Tamluk
12. The Executive Director, IOC Ltd., Haldia Oil Refinery, Haldia
13. The Finance Officer, HDA
14. The Notice Board of HDA

Chief Executive Officer
Haldia Development Authority