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- n) All documents to be submitted in original for verification. : Yes
- o) Validity of Bid. : 60 (sixty) days
- p) 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
- q) The bidder shall be required to properly maintain the drain including all its components for a period of 2 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 work and its components satisfactory for the entire period of 2years.
- The schedule for release would be as below :
- Completion of 1st year from the date of completion – 50% of SD
 - Completion of 2nd year from the date of completion – 50% of SD
- Failure to execute proper maintenance of the work in two years will lead for forfeiture of the security amount.
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. Completion Certificate & details of the project/job, shown as credential against the tendered job.
 - d. Valid & complete **Income Tax, Sale Tax, VAT, Professional Tax, PF & ESI** clearance certificate to be enclosed (Xerox copy – self attested with full signature). Original document to be shown before opening of the financial bid.
 - e. Registration details with any Government or Semi-Government or other organisation.
 - f. List of important Projects in hand/projects completed in the last 5 years.
 - g. Details of civil suit arising in the contracts executed during last 5 years.
 - h. Name of technical Personnel with qualifications and experiences for this work.
 - i. List of plants and machineries / equipment with document of proof of ownership or hire agreement papers thereof.
 - j. 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. For the Tenders having estimated amount upto 20 lakh, no Tender Form will be issued without clearance certificates of current validity in respect of **Income Tax, Sale Tax, VAT, Professional Tax** documents. Tender Form will be issued to 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 for the tender having estimated amount upto 20 lakh or not be allowed in the Technical bid for the tender having estimated amount more than 20 lakh.
7. The rate is to be quoted both in words and figures clearly in the specified space of the Tender form.
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.

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10. The rate quoted in the tender shall remain firm for acceptance within 90 (ninety) 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 form 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.
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 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 maintain Work Order Copy, Drawings and tools & tackles to assist HDA Engineers to carry out necessary checking and supervision of the work.
20. The successful Tenderer shall have to start the work as 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. If 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% of the estimated value then performance security @2.5% should be paid along with the agreement or before issuance of the work order. The same will be released after completion of work value of at least 80%.
25. The intending tenders may be noted 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 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 by HDA engineers that the minimum wages have been paid 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.
28. Defect liability period starts from the date of completion of works and Security Money (10% of the contract value) will be released as per clause vide sl. no. 1(p).
29. Steel shall be of SAIL or TATA or approved brand of I.S.I. and cement from ACC, Ultratech, Gujrat Ambuja or other approved brand for which test certificate in original are to be produced for approval of E.I.C.
30. For the scheme of work value more than 50 lakh, the contractor should establish a laboratory with relevant equipment at the site for testing of the materials etc. The contractor should submit an undertaking with the technical bid that unless the laboratory will be established at site, no bill will be paid to him. The tests which can not be performed in the site laboratory those are to be under taken in the approved laboratory and the agency will bear the cost.

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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 repairing work the contractor will take clearance in writing 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 work site or any suitable location approved by the Engineer. The details of board are to be approved by HDA.
34. After purchase of tender paper if the contractor does not submit it, 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. **Royalty:** Payment certificate of charges from the concerned authority by the Agency for building 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 photocopy of Royalty charges are to be submitted.
36. Original copy of all certificates will be produced for checking and verification of all supporting documents submitted with application or with Technical bid, as applicable.
37. Time is the essence of the contract and any deviations from completion time will attract **penalty @ 1/2% per week** delay and maximum of 10% for the non-execution portion of the work.
38. The agency should possess concrete mixer machine with weigh batcher, vibrator, de-watering pumps and cube moulds of sufficient no., slump cone and other allied equipments etc.
39. **Payment of bill-** Payment against accepted work will be made as per availability of fund and no claim from the contractor for delay in payment in this regard will be tenable/admissible even after completion of the job.
40. **Discretion of the authority inviting tender** – The tender inviting authority reserves the right to accept or to reject any or all applications/tenders without assigning any reason whatsoever.
41. Registration of all workers engaged in building and other construction workers to be done under the Building and other Construction Workers' (RE & CS) Act, 1996 and the State Rules, 2004 framed there under to provide for their safety, health and welfare measures.
42. Credibility of the agency engaged for more than two works in HDA will be evaluated by the tender committee to allow him to participate in any tender.
43. For release of Security Money, the contractor should apply to the authority at least 2(two) month prior to the last date of defect liability period with an undertaking that the work is maintained properly as per the terms of contract.
44. The contractor shall do photography/video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly after the completion of the work. No separate payment will be made to the contractor for this including reinforcement work with an identification mark.

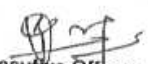
Sdt
Chief Executive Officer
Haldia Development Authority

Date: 18-10-11.

Memo No.: 1352/1(11)/IX-J-28

Copy forwarded to:

1. The Chairman, Haldia Development Authority.
2. The Sabhadhipati, Purba Medinipur, Tamluk, Purba Medinipur.
3. The District Magistrate, Purba Medinipur.
4. The MLA, Haldia.
5. The Addl. District Magistrate, Durgachak, Haldia.
6. The Sub-Divisional Officer, Haldia, Basudevpur, Khanjanachak, Purba Medinipur.
7. The Savapati, Sutahata Panchayet Samity.
8. The Block Development Officer, Sutahata block.
9. The Executive Engineer, Haldia W/S & Maintenance Cell, PHE Dte., Durgachak, Haldia.
10. Notice Board of HDA.
- ✓ 11. The System Analyst, H.D.A. He is requested to arrange to publish it in the website of HDA.


Chief Executive Officer
Haldia Development Authority