



**OFFICE OF THE CHIEF EXECUTIVE OFFICER**

Haldia Development Authority (ISO 9001:2015 Certified)

(A Statutory Authority under Government of West Bengal)

**City Centre, P.O. Debhog, Haldia-721657, Dist: Purba Medinipur**

***Ph.: (03224) 255926, Fax-255927, e-mail: [ceo.hda@gmail.com](mailto:ceo.hda@gmail.com) Web: [www.hda.gov.in](http://www.hda.gov.in),***

***Toll Free No.1800-345-3224***

**ELECTRICAL ENGINEERING DEPARTMENT**

**INVITE E-TENDER**

**E-Tender No.:06/HDA/EC-ELECT/2020-2021**

**FOR**

**SUPPLY, DELIVERY AND TESTING OF HIGH-POWER LED STREET LIGHTS AGAINST  
DAMAGED BY SUPERCYCLONE "AMPHAN" OF NH-41 FROM RANICHAK TO  
BRAJALALCHAK AND 10 LED LIGHTS FOR MECHADA OF HDA.**



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### NOTICE INVITING ON LINE TENDER (E-TENDER) NO: 06/HDA/EC-ELECT/2020-2021

For and on behalf of Haldia Development Authority, the Chief Executive Officer invites Online (e-Tender) in **Two Bid System** (Technical bid & Financial bid) from reliable, resourceful, bona-fide and experienced Light Manufacturers / Companies / Experienced Firms / Authorised Dealer / Suppliers having requisite financial capability and sufficient technical credential on execution of similar nature of work. The detail of the tender is given below:

1.	<b>Name of work</b>	:	<b>Supply, Delivery and Testing of High-Power LED Street Lights against Damaged by super cyclone "AMPHAN" of NH-41 from Ranichak to Brajalalchak and 10 LED Lights for Mechada of HDA.</b>
2.	<b>Location of Work</b>	:	❖ Supply and Delivery of High Power LED Street Lights of Philips Make: BRP360 265 CW HO SLC S1 PSU GR LED to Haldia Development Authority.
3.	<b>Minimum Eligibility Criteria</b>		<p>The intending bidders should have the following Eligibility criteria:-</p> <p><b>a) <u>Work Experience:</u></b></p> <p>(i) The Agency should produce credentials of a similar nature of completed work of minimum value of <b>Rs. 12,26,415.00</b> only during Five (05) years prior to the date of issue of the NIT in any Government / Semi Government / Undertakings/ Statutory bodies / PSU / Local Bodies.</p> <p>Scan copy of Credential of satisfactory Completion Certificate shall have to be up loaded with Techno- commercial bid in support of the claim.</p> <p style="text-align: center;"><b>Or</b></p> <p>(ii) The Agency should produce credentials of <b>two (02)</b> similar nature of completed works, each of the minimum value of <b>Rs. 9,19,811.00</b> only during Five (05) years prior to the date of issue of the NIT in any Government / Semi Government / Undertakings/ Statutory bodies / PSU / Local Bodies.</p> <p>Scan copy of Credential of satisfactory Completion Certificate shall have to be up loaded with Techno- commercial bid in support of the claim.</p> <p style="text-align: center;"><b>Or</b></p> <p>(iii) The Agency should produce credentials of one single running work of similar nature which has been completed to the extent of 80% or more and value of completed work is <b>Rs. 12,26,415.00</b> only in any Government / Semi Government / Undertakings/ Statutory</p>

		<p>bodies / PSU / Local Bodies.</p> <p>In case of running works, only those tenderers will be qualified 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. Scan copy of required documents as mentioned above of any Government / Semi Government / Undertakings/ Statutory bodies / PSU / Local Body, shall have to be up loaded with Techno-commercial bid in support of the claim.</p> <p><b>b) <u>Financial Criteria:</u></b> The average annual turnover of the bidder, during the last three (3) Financial Years from contracting business should be equal to or more than <b><u>Rs.18,39,622.00.</u></b></p>
<p><b>4. Essential documents &amp; other Eligibility Criteria.</b></p>		<p>The bidder should upload scanned copy of the following documents along with bids:</p> <ul style="list-style-type: none"> <li>• Copies of original documents defining the constitution or legal status, Name and address, registration detail of Firm / Company / Agency, place of registration, and principal place of business, name of proprietor and written power of attorney of the signatory of the Bid to commit the Bidder.</li> <li>• Completion Certificate and filled in <b><u>Form – I</u></b> along with of similar type of project/job under any Government details / Semi Government / Undertakings / Autonomous / Statutory bodies/ Local bodies.</li> <li>• Copy of the Audited Balance Sheet of last three Financial Years (authenticated by a Chartered Accountant) and filled in <b><u>Form – II</u></b> for establishing average Annual Turnover in contractual business.</li> <li>• PAN Card Xerox Copy.</li> <li>• Copy of Latest Income Tax return.</li> <li>• Copy of Valid Profession Tax Clearance Certificate (PTCC) or Up-to-date Profession Tax payment challan, if applicable. If this is not applicable, the bidder must submit [upload] a declaration in this regard.</li> <li>• Copy of the Goods and Services Tax (GST) Registration Certificate, issued by Government of India.</li> <li>• The Credentials as per Sl.No.-03 shall be submitted.</li> <li>• Valid trade License Certificate.</li> <li>• The other documents as required in Annexure</li> <li>• Valid Electrical Supervisor License issued by competent authority for the relevant part.</li> <li>• In case of authorized Dealer or suppliers Authorization Certificate of Manufacturer has to be submitted.</li> <li>• Copy of Valid Electrical Contractor’s License issued by competent authority of State / Central Govt. in line with The Indian Electricity Rules, 1956.</li> <li>• Information regarding any litigation or arbitration during</li> </ul>

			the last five years in which the Bidder is involved, the parties concerned the disputed amount, and the matter.
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5. The bidders are required to submit bid as per the instructions of the instant bidding documents (including Notice Inviting e-Tender). Bid will be considered rejected if any of the essential documents is not submitted by the bidder. Essential documents means papers related to “**Minimum Eligibility Criteria**” and “**Essential documents & other Eligibility Criteria**”, including Earnest Money Deposit.

**6. AVAILABILITY OF THE BIDDING DOCUMENTS:**

The bidding documents (in full) would be available in the following websites:-

(i) HDA 's official website : [www.hda.gov.in](http://www.hda.gov.in) &

(ii) [www.wbtenders.gov.in](http://www.wbtenders.gov.in)

Corrigenda, Addenda, Queries & Clarifications, if any, would also be available in the aforesaid website.

Sd/-  
Chief Executive Officer  
**Haldia Development Authority**



**SCHEDULE OF TENDER [SOT]**

**No. (E-TENDER) NO: 06/HDA/EC-ELECT/2020-2021**

1	<b>NAME OF WORK</b>	: <b>Supply, Delivery and Testing of High-Power LED Street Lights against Damaged by super cyclone "AMPHAN" of NH-41 from Ranichak to Brajalalchak and 10 LED Lights for Mechada OF HDA.</b>
2	<b>Tender Inviting Authority</b>	: Chief Executive Officer Haldia Development Authority City Centre, PO-Debhog, Haldia, 721657 Phone No. 03224 255926 Email ID: <a href="mailto:ceo.hda@gmail.com">ceo.hda@gmail.com</a>
3	<b>Mode of Tender</b>	: E - Procurement system. Through website <a href="http://www.hda.gov.in">www.hda.gov.in</a> & <a href="http://www.wbtenders.gov.in">www.wbtenders.gov.in</a> No physical tender is acceptable.
4	<b>Estimated Amount (including all taxes and applicable charges)</b>	: <b>Rs. 30,66,037.00</b>
5	<b>Earnest Money Deposit (EMD)</b>	: The intending bidders must deposit <b>Rs.61,320.00</b> only as Earnest Money to Haldia Development Authority along with their Techno- commercial bid. In case the said Earnest Money is not deposited by the bidder, the respective bid will be summarily rejected and bidder will be treated as non-responsive. Earnest money will be deposited as per instructions given at I.T.B.
6	<b>Date of Publish of NIT</b>	: 09/07/2020
7	<b>Document download start date</b>	: 10/07/2020 at 4.30 p.m.
8	<b>Document download end date &amp; time</b>	: 24/07/2020 up to 02:30 p.m.
9	<b>Pre-bid meeting in the Board Room of the office of CEO, HDA, Haldia</b>	: 14/07/2020 at 11.30 a.m.
10	<b>Bid submission start date.</b>	: 16/07/2020 at 5.00 p.m.
11	<b>Last date of Online submission of Technical Bid and Financial Bid.</b>	: 24/07/2020 up to 03:30 p.m.
12	<b>Opening of Technical Bid at the Office of the CEO, HDA Haldia</b>	: 27/07/2020 up to 12:30 p.m.

<b>13</b>	<b>Opening of Financial Bid at the Office of the CEO, HDA Haldia</b>	:	The date & time shall be informed later.
<b>14</b>	<b>Completion Period</b>	:	<b>70 days</b> from the date of issue of the work Order.
<b>15</b>	<b>Validity of bid</b>	:	<b><u>180 days</u></b> from the date of opening of the Techno-Commercial Bid.
<b>16</b>	<b>Operation, Maintenance and Defect Liability Period.</b>	:	<b>Five Years</b> from the date of Supply & delivery of the Lights.

## **INFORMATION TO THE BIDDERS (I.T.B.)**

### **1. Site inspection before submission of tender:**

Before submitting the tender, the intending tenderer should make them selves acquainted thoroughly with the local conditions prevailing at site by actual inspection and taking into consideration all factors and difficulties likely to be involved in the execution of work in all respect and no claim whatsoever will be entertained on these account afterwards.

### **2. Pre - Bid Meeting:**

The prospective bidders are requested to submit their queries / observations / suggestions / requests for clarification if any in connection with the instant Bidding Documents to Executive Engineer (Electrical), HDA on or before the time specified for pre - bid meeting as indicated in the Schedule Of Tender [SOT], to enable Haldia Development Authority to prepare response / clarifications and make pre-bid meeting meaningful. The pre-bid meeting will be conducted off-line on behalf of HDA. The purpose of this pre-bid meeting will be to clarify issues and to answer questions on any matter (in connection with the instant Bidding Documents only) that may be raised at that stage. Authorised representative(s) of the prospective bidders will be allowed to attend the Pre-bid meeting, which will be held on the date, time & at the venue stipulated in the Schedule of Tender (SOT).

Any modification to the Bidding Documents, which may become necessary as a result of the Pre-bid meetings, shall be made through the issue of an addendum / corrigendum.

### **3. INSTRUCTIONS FOR ONLINE BID SUBMISSION:**

- (a) This is an e-procurement event of **HALDIA DEVELOPMEN AUTHORITY**. The intending bidders are requested to go through the contents of this bidding document, including all terms & conditions and Technical Specifications before submitting online tender. Bidders who do not comply with the requirements / conditions, with documentary proof (wherever required), will not qualify in the tender for opening of Price Bid.
- (b) The bidders interested to submit the bid online, shall get registered and obtain a digital signature as per the procedure prescribed below:
- (c) Online Tenders can be submitted by logging in **www.wbtenders.gov.in** only.
- (d) The e-Tender platform shall remain open from the pre-announced date & time and for as much duration as mentioned in the Schedule of Tender (SOT).
- (e) E-tender cannot be accessed after the closing date and time of e-Tender, mentioned in the Schedule of Tender (SOT) of the instant bidding documents.
- (f) Both Techno- commercial bid & Price bid are to be submitted through on line as per the Schedule of Tender (SOT). Price indicated anywhere else, in any other form or manner, will not be considered for evaluation of Price Bid.
- (g) All electronic bids submitted during the e-Tender process shall be legally binding on the bidders. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by HDA will form a binding contract between HDA and the bidder, for execution of the work. Such successful bidder shall be called hereafter the 'CONTRACTOR/ Agency'.
- (h) Agencies/Bidders who are interested in participating HDA's e-tenders are requested to contact to the toll free **Help-line No. 1800 3070 2232 of National Informatics Centre** for registration, computer setting and other clarification on e-tendering. **Shri Atanu Moitra, System Analyst, HDA (Mobile No. 8170045634)** is stationed at the office of the Haldia

Development Authority during working hours. The agencies/bidders can visit the office and get assistance from him.

**4. Procedure for deposition of Earnest money:**

The Earnest Money shall be deposited by the bidder on-line through his net banking enabled bank account, maintained at any bank or through any bank by pre-generating NEFT/ RTGS challan from the e-tender portal. Intending Bidder will get the beneficiary details from e-tender portal with the help of Digital Signature Certificate and may transfer the EMD from their respective Bank to the beneficiary bank account no. The name of Beneficiary bank (at present ICICI Bank), Account no. & IFSC Code are given in the e-portal. The details of deposition of EMD can be obtained from the following link.

“wbenders. gov.in ---Home Page---Bidders Manual Kit---Help for on-line Receipt and refund of EMD”. Intending bidder who wants to transfer EMD through NEFT/RTGS must read the instruction of the Challan generated from E-Procurement site.

Bidders are also advised to submit EMD of their bid, at least 3 working days before the bid submission closing date as it requires time for processing of payment of EMD and bid can be successfully submitted only after receipt of EMD.

**Note:-Earnest money through offline instruments like Bank Draft, Pay Order etc. will not be accepted for e-tender procurement of this office.**

**5. Release of Earnest Money deposit:**

The earnest money of the unsuccessful bidder will be released without any interest after finalization of the instant tender. The earnest money of the successful bidder will be released after completion of work and payment of final bill.

6. Relevant documents as mentioned in the clause no.3 [Minimum Eligibility Criteria] & Clause no 4 [Essential documents & other Eligibility Criteria] of the notice Inviting on line must be uploaded online for participating in this tender. If the documents are not submitted online within the stipulated date & time, then bid of the applicant shall summarily be cancelled and the Price bid of the offer shall not be opened.
7. The Credential Certificate should be pertaining to the work specified in the NIT. The Credential certificate should not be misleading the authority. If the Credential certificate has mention on multiple nature of works executed by the agency in a single tender including the work specified in this NIT, then the value of the work as specified in this NIT will only be taken into account for evaluating the eligibility of the bidder. The decision of the authority in this respect is final and binding.
8. **Authority in signing the bid / offer:** In case the bid is submitted by ,
  - (a) A Proprietorship Firm, the same should be signed either by the Proprietor or other person(s), holding a valid power of attorney / authorisation from the proprietor, in connection with this bidding process. The signature of such power of attorney holder(s) / authorised person(s) should be attested by the proprietor. Such power of attorney / authorisation should be uploaded along with Techno-commercial Bid [Part I].
  - (b) In case the bid is submitted by a Partnership Firm, the same should be signed either by the partner(s), holding valid power of attorney from the partners or other person(s), holding valid authorisation from such power of attorney holder(s), subject to approval of the partner(s) in the matter of giving such authorization, in connection with this bid. The signature of such power of attorney holder(s) / authorised person(s) should be attested by the partners or power of attorney holder, as the case may be. Such power of attorney / authorisation should be uploaded along with Techno-commercial Bid [Part I].



(c) In case the bid is submitted by a Limited Company, the same should be signed by the person(s) holding valid power of attorney / authorisation, executed in his / their favour ( in connection with this bid) and the signature of such power of attorney holder(s) / authorised person(s) should also be attested, in accordance with the constitution of the Limited Company. Such power of attorney / authorisation should be uploaded along with Techno-commercial Bid [Part I].

9. For verification of the submitted documents , if any tenderer fails to produce the original hard copies of the documents within the specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression of fact during any time of the tendering process or even after the issuance of work order, the tenderer will be suspended from participating in the tenders on e-Tender platform up to 2 (two) years and the instant work order may be cancelled.

10. **Submission of Price Bid:**

(a) The Price Bid shall be submitted in the prescribed Bid Form i.e. as per BOQ. The Bill of Quantities (**BOQ**) for the work is given in the Price Bid and the bidders shall properly assess each item. The quoted rate against each item in this table shall be for the scope of mentioned in this tender. The lowest cumulative amount of all quantity mentioned in the BOQ including all taxes, shall be taken for evaluation of the price bid. The quoted amount shall cover the entire scope of work given in the Price bid along with five (05) years comprehensive Warranty period.

(b) The tenderer shall include income tax, cess etc., octroi if any, toll, ferry charges, local charges, royalties, turn over tax and all other charges as applicable while quoting the rate including G.S.T as applicable.

(c) All other charges like freight, loading, unloading e.t.c as would be required for completion of the work shall also be included in the rate quoted. No extra claim what so ever in this account shall be entertained.

(d) It may again be reiterated that Income Tax, Royalty, Construction Workers' Welfare Cess and similar other statutory levy / cess etc. will have to be borne by the contractor while executing the work. Considering all the factors, the price is to be quoted accordingly.

(e) No escalation of cost is permissible at any time after submission of the bid.

(f) The total amount is to be quoted both in words and figures clearly in the specified space of the Price bid. Incomplete Price bid shall be rejected.

(g) Conditional and incomplete Price bid shall be summarily rejected.

11. No deviation/variation of the techno-commercial terms and conditions of the bidding documents will be considered by HDA. Submission of bid in the e- Tender platform by any bidder confirms their acceptance of the techno-commercial terms and conditions of the bidding documents.

12. Haldia Development Authority reserves the right to accept or reject any bid (in full or part) and to annul the bidding process and to reject all bids, at any time prior to contract award, without assigning any reason thereof and without thereby incurring any liability. The decision of authority with respect to this tender is final and binding.

13. **Evaluation of Price bid / Acceptance of Tender:**

Lowest cumulative amount of all quantity mentioned in the BOQ including all taxes shall be taken for evaluation of the price bid of the Techno- commercial qualified bidders and contract may be awarded to the lowest bidder. However, HDA does not bind himself to do so and reserves the right to reject any or all the tenders, without assigning any reason and also reserves the right to split the work amongst more than one Tenderer.

14. **Withdrawal of tender:** A tender once submitted and opened the Techno - Commercial bid, shall not be withdrawn within a period of 180 days from the date of the opening of the Techno-commercial bid. If a tenderer withdraws his tender within this period, the EMD shall be forfeited.
15. **Opening of Part-I (i.e. Techno-commercial Bid) and Part-II (i.e. Price Bid): Part I** (Techno-commercial Bid) will be opened electronically on specified date and time, as given in the Schedule of Tender (SOT). Bidder(s) can witness electronic opening of bid(s). **Part II** (Price Bid) will be opened electronically of only those bidder(s) who qualify(ies) in the “ Techno-commercial Bid” [Part I]. Such bidder(s) will be intimated date of opening of Part II (Price Bid), through e-mail to his valid e-mail ID(s) confirmed by them.

**16. Additional Performance Security Deposit:**

As per Memorandum No. 4608-F(Y) Dt. 18.07.2018 of Additional Chief Secretary to the Govt. of West Bengal, Finance Department, Audit Branch, Additional Performance Security @ 10% of the tendered amount should be deposited by the successful bidder in the form of Bank Guarantee from any Scheduled Bank within seven working days from the date of issuance of LOA, if the accepted bid value is 80% or less of the Estimated Amount Put To Tender. 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.

**17. Refund of Additional Performance Security Deposit:**

As per Memorandum No. 4608-F(Y) Dt. 18.07.2018 of Additional Chief Secretary to the Govt. of West Bengal, Finance Department, Audit Branch, 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.

**Terms and Conditions**

**1.** The works will be executed to comply with the General Specifications for Electrical works and conforming to the Indian Electricity Act & rules, BIS & direction of Engineer-in-charge and other labour laws in this regard.

**2. Completion Period:**

The Successful bidder shall complete the execution of work within **70 days** from the date of issue of work order. Penalty as prescribed in this tender shall be imposed for every week delay in completion of the work.

**3. Extension of completion period:**

For any of extra or additional work of any kind or any delayed due to the HDA's account due to giving site clearance or any unforeseen reason at site for which or other special circumstances, of any kind, beyond the control of the Agency/ Contractor or any other reason not attributable to the Agency/ Contractor [including hindrance at site of work], cause delay in completing the work, the Contractor shall apply to the Authority in writing, for suitable extension of completion period, within **7 (seven) days** from the date of occurrence of the reason and the Authority shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow, in writing, the extension period as he would deem proper for completion of the work, with or without the imposition of “**Penalty**”.

**4. Payment Terms:**

- (a) Payment of RA as well as final bill will depend upon the availability of fund and no financial claim in case of any delay in payment will be entertained.
- (b) Payment on supply without successful erection and commissioning will not be entertained. Materials which will be supplied should be supported by valid challans, test certificates and other relevant documents.
- (c) The Contractor/ Agency will notify the authority regarding the work being completed. The quantity and quality of executed work will be taken into account for the preparation of bill. The engineers of HDA shall verify the work executed by the bidder. Only the items which are successfully installed and commissioned will be taken in the preparation of bill.
- (d) All the applicable test reports shall be submitted along with the bill prayer.
- (e) No advance payment will be made to the contractor.
- (f) 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 may be debarred for one year from the tender of HDA.
- (g) 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 deductions from bills/ payment due.

**5. Taxes & Duties:**

Changes in statutory taxes & duties by Central or state Government during the schedule completion / contract period, are applicable to this contract. The Agency/ Contractor should claim such changes producing supporting documents with his claim in this regard.

**6. Security Deposit/Deduction:**

**Ten Percent (10%)** of the RA bill value excluding the G.S.T will be deducted from bill as Security Deposit.

**7. Release of security deposit:**

The Total 100 % of the security deposit [S.D.] will be released after 5 Years Defect liability period.

**8. Procedure for release of security Deposit:**

An application along with a prescribed format of this office to be submitted for release of Security Deposit for which 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.

**9. INSPECTION & TESTING:**

Joint Inspection [Physical inspection] of all the materials will be carried out at site store of the successful bidder by the representative of HDA for which the contractor / Agency should intimate Engineer In- Charge at least seven days before the erection of the materials at site. Following documents must be accompanied with the offer of inspection letter.

- (a) Delivery Challan of the materials.
- (b) All relevant test certificates.

**10. Labour Welfare:**

The Agencies/contractor shall abide by all the labour welfare laws Safety Rules and their modifications from time to time, if any, within the contract period. Minimum labour wages act, labour facilities, E.S.I, P.F, Bonus facilities etc. should be provided as per latest Govt. order/Circulars. In no case, HDA shall be held responsible for any eventualities in this regard accident including payment of wages to personnel deployed by the contractor.

**11. COMMENCEMENT, EXECUTION & COMPLETION OF WORK :**

- (a) The successful Tenderer shall have to start the work at site within 7 days after receipt of the work order failing which work order shall be cancelled with forfeiture of earnest money deposited with HDA without assigning any reason.
- (b) After receipt of the Work Order, the successful Agency / Tenderer shall submit to the authority, the work program for execution of the tendered job, Bar chart of execution of the work, establish site office and deploy Site Engineers. He shall also maintain Work Order Copy at site to assist HDA Engineers to carry out necessary checking and supervision of the work.
- (c) For any reason, the Contractor is unable to adhere to his earlier programmed; he shall submit his revised programme for completion of work within the stipulated time, whenever asked to do so.
- (d) The personnel/workers engaged for the work shall be the employees of the agency/contractor and will take their remuneration / wages, statutory benefits from the agency/ contractor. They will have no claim and liabilities of whatsoever nature including monetary claims or other claim or benefits from Haldia Development Authority. Any liability arising under Municipality, State or Central Govt. laws and regulations, will also be the sole responsibility of the concerned Agency/ Contractor and the Authority shall not be responsible for such liabilities.
- (e) If substandard works during the execution of work is detected, then the authority shall have right to direct the agency to re-do the work once again.

**12. Assignment and sub-contracting:**

The Contractor shall not, directly or indirectly, transfer, assign, sublet or sub-contract the whole of the work. Unless otherwise stated in the contract, the Contractor shall not, directly or indirectly, transfer, assign, sublet or sub-contract any part of the work without prior consent of the Haldia Development Authority. Any such consent shall not relieve the Contractor from any of their liabilities or obligations under the contract. If the authority comes to know that the agency has sub-let the work, then action may be taken to terminate the contract and the Security deposit and Earnest money may be forfeited.

**13. Safety Provision:**

The Agency shall have to ensure safety of all their working personnel to the fullest compliance of the provisions of **general safety rules/regulations**. The Agency / Contractor shall have to provide (at their own expenses) all required **Personal Protection Equipment (PPE)** [such as **Helmets, Nose Masks, Hand Gloves, Sanitizers** etc.] & **Safety Gears** for all personnel and labourers engaged during the work. The Contractor shall be solely responsible for consequences arising out of non-compliance or violation of safety rules/ regulations.

**14. Workmen's Compensation:**

The Contractor shall have to provide full medical treatment to their staff & labourers, in case of "**Accident on Duty**", which will inter alia include their obligations under the **Workmen's Compensation Act, 1923**, including all amendments thereof. The HDA shall in no manner be liable to the Agency / Contractor or any person engaged /employed by them [including that of Sub-

contractor] or any other person, for injuries or death caused as a result of accidents occurred, either within or outside the site of work, under the contract. The Agency / Contractor shall be responsible for such contingencies and will make good all claims for compensation, claim by their personnel/workmen or the families of the sufferer(s), as the case may be, or as per the decision of the appropriate authority/tribunal or other involved persons.

**15. The Emergency Services:**

The awarded agency will have to attend all complains from HDA for any malfunctioning of the dedicated Luminaries within 24 hours (maxim.) of occurrence. For any non satisfactory service the work order of the agency shall be cancelled and EMD and SD will be forfeited. Sufficient spares are to be kept reserve by the agency so that the agency is capable to maintain the installation promptly.

**16. L.D. / Compensation for delay and termination:**

The time allowed for carrying the work as per tender shall be strictly observed by the Agency and shall be reckoned from the date of commencement of the work as per work order. The time being the essence of contract on the part of the Agency, the Agency shall commence execution of the work from the date of issue of the work order for commencement of the work and continue such work to ensure good and proportionate progress in proportionate time maintaining proper quality of the work.

In the event of the Agency failing to comply with the proportionate progress in proportionate time as well as instruction/order of the competent authority of HDA, he shall be liable to pay as compensation a amount equal to @ ½% of the Contract Price [excluding GST], for every week or part thereof, beyond the scheduled date of completion, will be deducted from the Agency /Contractor's bill, Provided always the amount of such compensation shall not exceed 10 % of the Agency's /Contractors bill value [excluding GST] or as will be decided by the HDA (whose decision in writing shall be final in this regard) on the final bill amount.

The competent authority of HDA shall have power to rescind the contract (of which rescission notice in writing to the agency shall be conclusive evidence) in which case the Earnest Money / security deposit of the Agency's shall stand forfeited and be absolutely at the disposal of Govt. /HDA. After decision of the contract, the contractor shall not be entitled to recover or be paid any sum for any work therefore actually perform under the contract unless and until the competent authority will have certified in writing the performance of such work and value payable in respect thereof and he shall only be entitled to be paid the value so certified.

17. All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and all his subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if he had been given to the contractor himself.

**18. Transportation of materials:**

All materials, spare parts, tools, tackles, service equipment, including consumables, required under this contract, will have to be packed, securely placed and protected by the agency during transportation. The Contractor will be held responsible for the inefficient packing, storing protection of the materials and transportation of materials. HDA authority will not be responsible for transportation of goods for the instant tender job.

19. 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.

20. Credibility of the agency engaged for more than two works in HDA will be evaluated by the tender committee and whether to allow the agency to participate in further tenders of the authority will be decided by the committee. Decision of the authority is final and binding on the concerned agency.
21. The Agency **shall collect photography/video photography** of the materials stack in the execution of different stages of work and lastly after the completion of the work. The photographs shall have date digital date printed. **A minimum of 10 such photographs should be submitted at the time of submission claim for payment.** No separate payment will be made to the contractor for this purpose. Payment shall not be made without submitting the photographs/video photographs.
22. HDA reserves the right not to allow the agency to participate in future tenders under the following circumstances.
- (i) Delay in Supply and Delivery of the LED Street Light Fittings.
  - (ii) Performance in terms of either quality of materials and workmanship.

**23. Termination of Contract/ Work Order:**

The authority may terminate the contract/work order due to the following reasons.

- i) Poor Progress of work.
- ii) Poor Quality of work.
- iii) Adoption of any unfair means during execution of work.
- iv) Violation/Non-compliance of any instructions of the authority.

For termination of the contract/work, the authority will issue a 7 days' notice to the agency/contract to make up the discrepancy/shortfall of the work as instructed by the authority, failing which the contract/work order will be terminated with forfeiture of E.M.D., S.D., Performance Security etc.

**24. 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. On matters of dispute authority decision shall be final and binding. The quantity of work indicated above is provisional and should not be taken as firm. The extent to which the work would be actually executed will depend on the final decision of the Chief Executive Officer, HDA. He however reserves the right to reduce the quantity even substantially without assigning any reason thereof and take up the same otherwise for which no compensation is payable under any circumstances.

**SCOPE OF WORK AND TECHNICAL SPECIFICATION**

**Supply, Delivery and Testing of High-Power LED Street Lights against Damaged by super cyclone "AMPHAN" of NH-41 from Ranichak to Brajalalchak and 10 LED Lights for Mechada OF HDA.**

- ❖ Supply, delivery & installation of complete LED Street Light Set of [Philips Make: BRP360 LED 265 CW HO SLC S1 PSU GR] of 211W as per the specifications of the BOQ comply with the Annexure-VI.
- ❖ **Documents that authenticates such procurement form the Manufacturer / OEM or from their authorized sales channel and standard warranty / support should be sent from the e-mail of the Manufacturer / OEM /authorized sales channel to the e-mail of Engineer-in-Charge and hard copy of it to be submitted during execution of work/submission of bill.**
- ❖ If any refurbished material is supplied and installed, panel action will be taken as per existing rules.
- ❖ Warranty, maintenance and defect liability period is five (05) year from the date of Supply & delivery High-Power LED Street Lights.

- ❖ The Agency shall submit the details of Specification, make and model (Catalogue) of the Materials / Equipment, Test certificate, etc to Engineer-In-Charge before Procurement.

Sd/-  
Chief Executive Officer  
**Haldia Development Authority**

**Memo No.: 548(12)/HDA/IX-N-95 (Part-III)**

**Dated: 08/07/2020**

Copy forwarded for information to:

1. The Chairman, Haldia Development Authority.
2. The District Magistrate, Purba Medinipur.
3. The Additional District Magistrate & Additional Executive Officer, Purba Medinipur Zilla Parishad, Haldia, Purba Medinipur.
4. The Sub-Divisional Officer, Haldia, Purba Medinipur.
5. The Chairman, Haldia Municipality
6. The Savapati, Haldia panchayet Samity
7. The Division Manager, Haldia O&M Division, Akash ganga Complex, Manjushree, Haldia.
8. The District Informatics Officer, NIC, Purba Medinipur, Tamluk with a request to publish it in the official website of Purba Medinipur District.
9. The System Analyst, H.D.A. with a request to arrange to publish it in the website of HDA and make arrangement to send the same to DIO, NIC by e-mail.
10. CA to the CEO, HDA with a request to make necessary arrangements for publishing advertisement in newspapers.
11. Reception, HDA.
12. Notice Board, HDA.

Sd/-  
Chief Executive Officer  
**Haldia Development Authority**

**This page to be uploaded at bidder's letter head.**

**FORM – I**

**COMPLETION CERTIFICATE**

**(100 % PHYSICAL COMPLETION)**

1	Name of the work and W.O. / LOI no. & date.	:	
2	Name of the client	:	
3	Amount put to tender	:	
4	Contractual amount against the tender	:	
5	Date of commencement of work	:	
6	Date of completion as per work order	:	
7	Actual date of completion/ Status of running work.	:	
8	Final gross value of the bill or RA bills for – Supply, Installation, Testing and Commissioning of LED street lighting / High mast with LED Flood Lighting / Mini Mast with LED Flood Lighting.	:	

I hereby declare that all the statements made above are true to my knowledge. I also understand that any discrepancy found in the above statement will render me liable for cancellation of my tender.

Signature of authorized person of the bidder  
(With office seal)

**Note:**

1. While calculating the amount, i.e., money value of the major item stated above, amount of all sub-items like leads, lifts, disposal, transportation etc. included in the major item should be arithmetically added.



2. Credential of Completion Certificate (s) should be supported by BOQ(s).

**This page to be uploaded at bidder's letter head.**

**FORM – II**

**STATEMENT ON ANNUAL TURNOVER FROM CONTRACTUAL BUSINESS**

This is to certify that the following statement is the summary of the audited Balance sheet arrived from contractual business in favour of ..... for the three consecutive years.

Sl. No.	Financial		Remarks
	Year	Turnover (rounded of)	
1	2016-2017		
2	2017-2018		
3	2018-2019		
<b>Total</b>			
<b>Average Turnover</b>			

Note:

- i) Average turnover is to be expressed in lakh of rupees, rounded up to two digits after decimal.
- ii) Average turnover for 3 years is to be obtained by dividing the total turnover by 3 (three).

Signature of authorized person of the bidder  
(With office seal)

**FORM –III**

**GENERAL INFORMATION OF THE BIDDER**

[To be filled up and uploaded, duly signed & stamped at bidders letter head]

1.	Bidder's Legal Name (IN CAPITAL LETTERS) i.e. Name of Agency/ Contractor	:	
2.	Name of Registration Office	:	
3.	Legal Address of the Agency/ Contractor	:	
4.	Information regarding bidder's authorized representative(s) / contact person(s) , Name	:	
5.	Address for communication of authorized person	:	
6.	Phone no/ Email address of authorized person	:	Mobile no. Land Line no : E- mail Address:
7.	Whether the bidder is a Proprietorship Firm or Partnership Firm or Limited Company.	:	
8.	Permanent Account Number (PAN)	:	
9.	GST Registration Number (GSTIN)	:	
10.	Employees' Provident Fund (EPF) Code No. (If available)	:	
11.	Employees' State Insurance (ESI) Code No. (If available)	:	

Signature of authorized person of the bidder  
(With office seal)

**To be submitted on non judicial stamp paper**

**ANNEXURE-II**

**AFFIDAVIT**

I/We, Sri....., S/o Sri.....,  
aged..... Years, residing  
at.....

Proprietor/Partner/Director of..... do  
hereby solemnly affirm and declare in connection with **“Supply, Delivery and Testing of High Power LED Street Lights against Damaged by super cyclone "AMPHAN" of NH-41 from Ranichak to Brajalalchak and 10 LED Lights for Mechada OF HDA”**of NIT No.06/HDA/EC-ELECT/2020-2021 as follows:

1. That I/We have examined the site of work and read the bidding documents including all addenda / corrigenda, issued by HDA and undertake to execute & complete all the work related to above Tender in accordance with the Technical Specification, scope of work and Tender Terms and conditions within 100 days from the date of order to commence the work, in the event of our bid being accepted.
2. That I/We, the undersigned, do certify that all the information furnished & statements made in the bid documents are true and correct to the best of my knowledge and belief.
3. I / We have not been debarred, banned or delisted by any Government or Quasi-Government Agencies or Public Sector Undertakings in India.
4. The undersigned also certifies that neither we have abandoned any work awarded to us, nor any penal action was taken against us by any department. The undersigned also declares that we do not have any running litigation with any department.
5. I also declare that the prices have been quoted in the Price Bid, electronically only of all the items of the BOQ [Annexure – I] of the tender and no direct or indirect mention of the prices has been made by me / us anywhere else in my / our bid. No extraneous conditions (like “Not Applicable”, conditional rebate, etc.), regarding the Price Bid, have been mentioned anywhere in our bid.
6. If the contract is awarded to us, we will deploy at site all necessary T & P equipments and Laboratory with necessary testing equipments / apparatus as listed below immediately on receipt of the work order. We would commence the work only on deployment of machineries at site to the full satisfaction of the Engineer-in Charge. We would be duty bound to use those equipments at site to achieve the best result as per requirement of the contract. We would upkeep and maintain those equipments in running condition till completion of the Project. Any breakdown of any equipment will be replaced immediately. No part of equipment will be shifted to another site without the written permission of the Engineer in Charge. We will also keep sufficient tool, tackles and equipment, manning during O&M of the project in five-year defect liability period.
7. We would deploy at site all necessary Technical Personnel for efficient contract management and supervision of works with a view to achieving best quality of works at site during execution. We will also keep sufficient technical personals during O&M of the project in five-year liability period.
8. We would carry out all necessary tests of all major items at frequency spelled out in the contract document / as per IS specification to achieve the best quality work at site. We will be contract bound to bring to the notice of the EIC any non-compliance of test results along with the action taken report.
9. I/We will submit the details of Specification, make and model (Catalogue) of the Materials / Equipment, Test certificate, etc to Engineer-In-Charge before Procurement.

**Signature of authorized person of the bidder  
(With office seal)**

**Place:**

**Date:**

**ANNEXURE-I**

**FINANCIAL BID FORMAT**

**NIT NO: 06/HDA/EC-ELECT/2020-2021**

**Supply, Delivery and Testing of High-Power LED Street Lights against Damaged by super cyclone "AMPHAN" of NH-41 from Ranichak to Brajalalchak and 10 LED Lights for Mechada OF HDA.**

**Item wise rates are to be quoted by the bidders for each item**

Sl No.	Description of Materials	Unit	Qty	Rate (including all taxes & applicable charges) (In Rs.)	Amount (including all taxes & applicable charges) (In Rs.)
1	Supply & delivery of Philips Make BRP360 LED 265 CW HO SLC S1 PSU GR LED Street light having following specification: a) 211 W each set. b) Lumen output 26533 lumen from each set. c) Light must be cut-off or semi-cut off as per IS-1944(Part-I & II). d) Surge protection 10 KV 10 KA. e) IP 66 protection. f) In put Voltage of 130 V – 270 Volt, 50 Hz. A.C. supply g) Driver in-built protection against open circuit & short circuit. h) Die-cast aluminium housing with epoxy powder coating and having cooling fins for effective heat dissipation. Separate cavity for driver & LED lamp. i) Third party test report from NABL accredited laboratory of LM-79 & IP-66. j) Product warranty 5 years.	No.	160		
<b>TOTAL AMOUNT (Rs.)</b>					
<b>Total Amount in words:</b>					

**Signature of authorized person of the bidder  
(With office seal)**

**Note: The bidder should signed and sealed all the pages**

### Annexure-III

#### Technical Specifications of LED Light Fittings (Complete Set)

##### A. GENERAL SPECIFICATIONS:

- I. Supply of 210W High Power LED Street light of **Philips Make: BRP360 265 CW HO SLC S1 PSU GR** with integral driver and complete with pressure die cast aluminium housing with supplier word mark/ name engraved/ embossing on the die cast housing to allow traceability till life of fixture (Stikering/ Printing is not acceptable) and adhering to the following specification: Dimmable property is applicable for the luminaries of rating 90W and above.
- II. The fixture shall be designed so as to have lumen maintenance of at least 70% at the end of 50,000 hours.
- III. The luminaries should be operable with auto adjustable 140-270V supply voltage using the same driver.
- IV. Power factor of the electronics driver should be at least 0.95 with THD<10% and efficiency of the driver more than 85%.
- V. The luminaries should throw the perfect amount of uniform light with exactly the desired intensity and other best pole spacing, along with better light control.
- VI. The luminaries shall employ individual/ Matrix optical secondary pea nut lens for the each of the LED to ensure better uniformity of light distribution. The average minimum lux level should be as per IS but not less than 50 Lux and maintaining uniformity 0.4.
- VII. The fixture should be impact resistant with suitable protection by using cover for driver and LED's, conforming to minimum IK07 impact resistance specifications.
- VIII. The fixture should be designed for IP-66 ingress protection.
- IX. Heat dissipation should be managed through a built-in external heat sink. The luminaries shall deliver minimum 125 lumen/watt, colour rendering index of minimum 75 with cool white light output.
- X. The LED should be of modular design and module should be replaceable in case of any defect by the manufacturer.
- XI. LED driver should be inbuilt potted silicon/ Asphalt filled
- XII. Both luminaries and electronic driver must be BIS certified. Make of LED, luminaries and electronic driver should preferably of same manufacturer.
- XIII. In case of LED and it's electronics drivers are from different manufacturer, agency must have furnished guarantee of its successful operation.

##### B. ELECTRICAL SPECIFICATIONS

Sl. No.	Electrical Specification	Ratings
<b>Electrical ratings of the proposed luminaries product for the following criteria:</b>		
01	Voltage range or rating	140V to 270V AC on single phase
02	System lumens per watt	>100
03	Frequency Range (+/- 5%)	50Hz
04	Power Factor	≥ 0.95
05	Driver Current	350mA to 750mA
06	Colour Temperature	≥ 5500K
07	CRI	> 70%
08	Life Expectancy	50000 hrs with 70% Lumens.
09	Total input wattage to the fittings including	211 W

	driver losses	
10	Ingress Protection level	IP66
11	Total Harmonic distortion	< 10%
12	Surge Protection	10KV, 10KA
13	Operating Temperature	-20°C to +35°C

### **C. CONFORMANCE STANDARDS:**

#### **All bidders need to furnish the details of**

- a) The Luminaries shall conform to IEC 60598 standard and the driver should comply with IEC 61347-2-13 for safety, IEC 61547, CISPR-15, AND 610-3-2 for EMC.
- b) Luminaries should be tested as per BIS 10322 and IEC 60598 standards and following test reports should be submitted along with the tender: Heat Resistant Test, Electrical Insulation resistance test, Endurance Test, Humidity Test, and Electronics Test.
- c) For Luminous efficacy and light output, Photometry Test of the Luminaries LM79 (Third party) reports from NABL Accredited Laboratory to be submitted along with tender.
- d) Lighting level should be as per **IS1944** standard A1 category of road. [ IES file have to be submit for checking the point.]
- e) Documents of BIS certification for both driver and luminaries are to be submitted.
- f) In house testing lab certificate by the manufacturer. The certificate or report must be validate from a third party lab which is accredited by NABL/ Central Govt.
- g) LM79 report should be provided by the manufacturers from NABL accredited Laboratory or UL certification for photometry and electrical testing report.
  - a) LM79 report to be submitted against each category of luminary from a NABL Accredited Laboratory along with the type test certificate validate by a third-party lab accredited by NABL/Central Govt. for the individual product batch no. which are to be submitted against the current/ instant tender.
  - b) At least 125 Lumen per watt efficacy certification of the product.
  - c) Total wattage of the consumption should be mentioned.
- h) The manufacturer should submit the safety standards as per EN 60598, EMC/EMI Standards as per EN61547/EN 55015 and EN 61000-3-2 & 61000-3-3 for Harmonics.
- i) Manufacturer/ tenderer/ bidder should provide the certificate of LM80 report directly from the LED chip manufacturer.
- j) The Manufacturer/ tenderer/ bidder should submit the following in-house testing facility along with bid for quality checks:
  - i) Test Bench for EMI/EMC measurement.
  - ii) Test Bench for High voltage, Surge, Burst & Voltage dips.
  - iii) Test chamber for humidity and temperature of environment testing.
  - iv) Photometry Laboratory with Gonio photometer and/ or Integrating sphere for complete light fixtures to be able to create IES files.
- k) The manufacturer should have experience of manufacturing of LED Lights for at least 5 years.
- l) 5 years warranty certificate to be submitted by manufacture against the batch no. to be supplied after award of the job.
- m) Manufacturer should submit the certificate of over voltage and low voltage protection report from own electrical lab.

- n) The manufacturer to be certified that the product should be in-built surge protection of 4 KV to 6KV and separate external surge protection should be provided not less than 10 KV for street light luminaries and 10KV to 15KV for Street light integral to same housing.
- o) The product should supply having aluminium pressure die cast/ Aluminium extruded heat sink should provide by the manufacturer.
- p) The manufacturer should have in house design and development facility for LED lights and for electronic drivers.
- q) The manufacturer should have an in-house manufacturing capability for LED lights, including for the manufacturer of electronic drivers.
- r) The product should meet Safety Standards as per EN 60598, EMC/EMI standards as per EN61574/EN 55015 and EN 61000-3-2 & 61000-3-3 for Harmonics. The LED's shall comply with Photo Biological Safety norms as per IEC 62471/EN62471/IS: 16108 and should fall in exempt or low risk group for outdoor LED Luminaries.
- s) The electronic driver should work in the short circuit and open circuit conditions and should work in the voltage range 140V to 270Volts.

#### **D. TESTING FACILITIES**

To ensure type testing of the products and to have quality control measures the manufacturers should have following in-house testing facilities, R&D facility:

- a) Glow wire Test.
- b) HV Tester.
- c) Adequate number of electrical meters for measurement of different electrical parameters.
- d) Megger (500Volt).
- e) Tracking Test.
- f) Resistance to Heat Test.
- g) Measuring gauges such as Vernier Caliper, Micrometer, and Dial gauges.
- h) Non contract IR based digital thermometer.
- i) Harmonic analyzer and THD meter.
- j) Digital weighting machine.
- k) Power Analyzer.
- l) Surge Tester.
- m) Temperature simulation facility to test various temperature parameters.
- n) Ingress protection test facilities for dust and water jets.
- o) Transportation Drop Test.
- p) Vibration Test.
- q) Humidity Test.
- r) Electronically controlled Gonio Photometer/ Integrating Sphere for complete Light fixture.