



**OFFICE OF THE SUPERINTENDING ENGINEER
H.I.T WING, KMDA.
19, GRAND TRUNK ROAD (SOUTH), HOWRAH- 7111 01.**

No: SE/KMDA(HIT Wing)/Misc-34/2025/ 55

Date: 14.07.25

"e" NIQ. No. 03/SE/HIT WING/KMDA of 2025-26

Superintending Engineer, HIT WING/KMDA, 19 G.T. Road (S), Kolkata-700 011 invites online bids of the said NIT from bonafide, reliable, experienced & resourceful firms/individuals contractors, who have successfully completed works in Government / Govt. Undertaking / Autonomous Bodies / Semi-Govt. / Statutory Bodies/ Local Bodes having credentials of **1 (One) Similar Nature (Advertisement related work)** Of Completed Work of the minimum value of **40%** of the estimated amount put to tender during last **5 (five) years** prior to the date of issue of the tender notice, or Intending tenderers should produce credentials of **2 (Two) Similar Nature (Advertisement related work)** Of Completed Work, each of the minimum value of **30%** of the estimated amount put to tender during last 5(five) years prior to the date of issue of the tender notice, or Intending tenderers should produce credentials of **1 (One) Single Running Work** of similar nature (**Advertisement related work**) which has been completed to the extent of **80%** or more

- 1. Earnest Money deposit (EMD)** is to be remitted by the Tenderer in favour of **KMDA**. Payable at **KOLKATA**, as mentioned in the **column 5** above through Net- Banking/ RTGS/NEFT in respect of the Tender ID, as per requirement of e-Procurement System of Government of West Bengal (<https://wbtenders.gov.in/>).

Name of Work:- Rights for display Hoardings for seven years on BOT (Build Operate and Transfer) basis for the following location in Howrah. Hoarding size =20 sqm each.					
Sl. No. (1)	Location (2)	Nos. Of Hoarding (3)	Value of the work (Rs.) (4)	Earnest Money (Rs.) (5)	Time of Completion (6)
1	147, Salkia School Road Tender ID	2 nos. (20 Sq.M. Each)	Rs. 6,00,000.00 (Six lakhs only)	Rs.12,000.00 (Rs. Twelve thousand only) [Online through e-Procurement System of Govt. of W.B.]	1 (One) Year
2	128,G.T. Road (N) Tender ID	3 nos. (20 Sq.M. Each)	Rs. 9,00,000.00 (Nine lakhs only)	Rs.18,000.00 (Rs. Eighteen thousand only) [Online through e-Procurement System of Govt. of W.B.]	1 (One) Year
3	Shanpur Store Tender ID	1 no (20 Sq.M. Each)	Rs. 3,00,000.00 (Three lakhs only)	Rs.6,000.00 (Rs. Six thousand only) [Online through e-Procurement System of Govt. of W.B.]	1 (One) Year
4	Chatterjee Para Play Ground Tender ID	2 nos. (20 Sq.M. Each)	Rs. 6,00,000.00 (Six lakhs only)	Rs.12,000.00 (Rs. Twelve thousand only) [Online through e-Procurement System of Govt. of W.B.]	1 (One) Year
5	Kona Expressway (Bator Crossing) Tender ID	2 nos. (20 Sq.M. Each)	Rs. 6,00,000.00 (Six lakhs only)	Rs. 12,000.00 (Rs. Twelve thousand only) [Online through e-Procurement System of Govt. of W.B.]	1 (One) Year
6	319, G.T. Road Tender ID	2 nos. (20 Sq.M. Each)	Rs. 6,00,000.00 (Six lakhs only)	Rs.12,000.00 (Rs. Twelve thousand only) [Online through e-Procurement System of Govt. of W.B.]	1 (One) Year
7	Kadamtala Tender ID	2 nos. (20 Sq.M. Each)	Rs. 6,00,000.00 (Six lakhs only)	Rs.12,000.00 (Rs. Twelve thousand only) [Online through e-Procurement System of Govt. of W.B.]	1 (One) Year
8	Danesh Sk. Lane Tender ID	2 nos. (20 Sq.M. Each)	Rs. 6,00,000.00 (Six lakhs only)	Rs.12,000.00 (Rs. Twelve thousand only) [Online through e-Procurement System of Govt. of W.B.]	1 (One) Year

In addition, instruction by the Finance Department **MEMORANDUM**, vide no. - 3975-F(Y); Dated, 28th July, 2016 to be followed for ready reference and guidance.

- Intending bidder may download the tender documents from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate.

3. Bidders should quote the rate including all Gov. statutory Tax's as applicable. The H1 bidder shall be liable to pay the requisite amount of yearly rent of the year along with **@18% GST extra** on the said yearly rent. Payment of GST shall be made in Indian Rupees through demand draft drawn on any Nationalized Bank in favour of '**KMDA**' Payable at '**KOLKATA**'.
4. Submission of Tender: - a) Pre-qualification/Technical Bid and Financial Bid both will have to be submitted online concurrently duly digitally signed in the website <https://wbtenders.gov.in> as per time schedule stated herein under. Time will be reckoned as per Server Clock.

b) The Financial Bid of the prospective tenderers will be opened only if the tenderer qualifies in the Technical Bid the decision of the Tender Inviting Authority will be final and binding to all concerned and no challenge against such decision will be entertained.
5. The intending Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information's that may be necessary for preparing the Bid and entering into a contract for the services as mentioned in the Notice Inviting Tender, before submitting offer with full satisfaction, the cost of visiting the site shall be at his own expense.
6. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Department. The Tender accepting authority of **HIT WING/ KMDA** reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any Tenderer at the stage of Bidding.
7. Conditional / Incomplete Tender will not be accepted under any circumstances.
8. During scrutiny, if it comes to the notice of the Tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated, that bidder would not be allowed to participate in the Tender and that application will be rejected without any prejudice.
9. **The Superintending Engineer, HIT WING/ KMDA** reserves the right to cancel the NIT due to unavoidable circumstances and no claim in this respect will be entertained.
10. Successful bidder will have to install display board as instructed by Engineer-In-Charge and have to maintain that board at his own cost. No payment shall be made in this regard from KMDA
11. Before issuance of the WORK ORDER, the Tender inviting authority may verify the credential and other documents of the lowest Tenderer if found necessary. After verification if it is found that the documents submitted by the lowest Tenderer is either manufactured or false in that case work order will not be issued in favour of the said Tenderer under any circumstances.

12. Time Schedule for Downloading, Uploading and Opening of Tender Documents: -

a)	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	Date: 21/07/2025, Time: 16.00 hrs
b)	Documents download start date (Online)	Date: 21/07/2025, Time: 16.00 hrs
c)	Documents download end date (Online)	Date: 05/08/2025, Time: 16.00 hrs
d)	Seek Clarification Start Date & Time	N.A.
e)	Seek Clarification End Date & Time	N.A.
f)	Pre-bid Meeting Date & Time	Date: 24/07/2025, Time: 15.00 hrs
g)	Issue of Response (As per written queries submitted by the bidders within scheduled period)	N.A.
h)	Online Bid Submission Start Date & Time	Date: 21/07/2025, Time: 16.00 hrs
i)	Online Bid Submission Last Date & Time	Date: 05/08/2025, Time: 16.00 hrs
j)	Time and Date of Opening of Technical Bid (Bid will be opened by the Authorized Officer)	Date: 11/08/2025, Time: 15.00 hrs
h)	Date for opening of Financial Proposal (Online)	To be notified later

Tenders will be opened by the Superintending Engineer, HIT WING, KMDA or his authorized representative in presence of tenderer or their authorized representatives who may like to be present.

13. Eligibility criteria for the bidders: -

- a) Intending tenderers should produce credentials of **1 (one) Similar Nature (Advertisement related work) of Completed Work** of the minimum value of **40%** of the estimated amount put to tender during last 5(five) years prior to the date of issue of the tender notice; or
- b) Intending tenderers should produce credentials of **2(Two) Similar Nature (Advertisement related work) of completed work** each of the minimum value of **30%** of the estimated amount put to tender during last 5(five) years prior to the date of issue of the tender notice; or
- c) Intending tenderers should produce credentials of **1 (One) Single Running Work Of Similar Nature (Advertisement related work)** which has been completed to the extent of **80%** or more and value of which is not less than the desired value at (a) above;

❖ **Other terms and condition of the credentials :-**

- i) Payment certificate will not be treated as credential.
- ii) Completion Certificate issued by the Executive Engineer or equivalent competent authority of a State/Central Govt., State/Central Govt. undertaking, Statutory / Autonomous bodies constituted under the Central/State Statute on the executed value of completed/running works will be considered as Credential.
- iii) No credential will be considered as valid unless it is supported by work order, price schedule or BOQ of work and completion certificate mentioning the date of completion issued by the competent authority not below the rank of Executive Engineer or equivalent or competent authority of a State / Central Government, State / Central Government undertakings, Statutory / Autonomous bodies constituted under the Central / State Statute. The completion certificate should indicate the value of the work (equal to booked expenditure).

N.B. Estimated amount, Date of completion of project & detail communicational address of Client must be indicated in the Credential Certificate.

- d) Scanned copy of **PAN card, P. Tax, Valid income tax (For Last 3 yrs), GST registration. Last 3 yrs audited balance sheet, Credentials, BOQ's of the respective credentials, Work Order, Payment certificate, Bank Solvency Certificate in Current Financial Year and other supporting documents, Registration Certificate and/or trade license** of the company must be submitted duly digitally signed at desired location in the website <https://wbtenders.gov.in>.
- e) Scanned Copy of one original **affidavit before Notary will have to be submitted as per prescribed format, attached in the tender documents**, mentioning the correctness of the documents and a declaration of penalty debarment etc. faced by him under any Govt./Semi-Govt./Autonomous body/Institution through on line at desired location.
- f) Agencies against which departmental proceedings or legal actions are pending or have been identified by KMDA as having violated the terms of existing contract(s) shall be debarred from participating in this bid.
- g) **Earnest Money:** - The tenderer shall have to upload scanned copy of requisite documents in support of submission of EMD (as mentioned in the column-4 of the above table) through online, along with the tender document in prescribed manner failing which the tender shall be rejected. The balance earnest money if any to fulfill **2(two) percent** of the tender value is to be deposited at the time of execution of formal agreement.

- 14. Suspension and Debarment of Contractor:-** The detailed procedures for taking penal measures of suspension and debarment of suppliers, contractors and consultants delineated in memorandum No. 547-W@/1M-387/15 dated 16.11.2015 and its subsequent amendment notified vide memorandum no. 724-W@/1M-953/19 dated 19.12.2019, of works branch PWD, GOWB shall be followed for debarment and suspension of bidders & agencies selected for executing public works for their false declaration or forgery or falsification of records submitted for failure to execute committed contract or for their failure to perform contractual obligations and thereby resulting delay for execution of public works or execution of faulty works.
- 15. List of common documents shall have to be uploaded by each tenderer at the time of submission of Tender through online: -**
- i. Income Tax Return (For last 3yrs).
 - ii. Audited Balance Sheet (For last 3yrs).
 - iii. PAN Card.
 - iv. Professional Tax clearance certificate.
 - v. GST registration.
 - vi. Trade License.
 - vii. Technical Credential.
 - viii. Work Order for the work in technical credential.
 - ix. Payment certificate of the said work.
 - x. Bank Solvency Certificate to be issued before six months from the dated of e-NIT @ 10 % (minimum) has been considered in Current Financial Year in conformity with the total project cost for this NIT.
 - xi. B.O.Q of the similar nature of work.
 - xii. Registration certificates and relevant papers of Employees Provident Fund & ESI.
 - xiii. **Average annual Turn Over of last 3 (three) years, of the intending bidder, should be more than 40% of tender value with the individual/ Cumulative Total Project Cost applied for this NIT. For multiple applications TIA will consider up to the exhaustion limit starting from the first response.**
- 16. Mismatch in Name: -** All documents uploaded by the Bidder, in support of his eligibility/credential for Pre-qualification to participate in this Tender should be same and identical & with Digital signature certificate (DSC). Minor mismatch like "M/S", "Kr/Kumar", "Co-Op/Co-Operative" etc. has to be legalized /authenticated by the Bidder by uploading of proper Affidavit (duly Notarized) in this regard.
- 17.** Neither prospective bidders nor any of constituent partner had been debarred to participate in tender by the **KMDA during the last 5 (five) years** prior to the date of this NIT. Such debar will be considered as disqualification towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders as per prescribed format without which the Technical Bid shall be treated non-responsive).
- 18.** For (a) Procurement of goods and services and (b) Works related contract involving supply of goods and services by contractor. Tax Invoice (S) needs to be issued by the supplier for raising claim under the contract showing separately the tax charged in accordance with the provision of **GST Act 2017**.
- 19.** There shall be no provision of Arbitration.
- 20.** No Adjustment of Price OR Price Escalation of any kind will be allowed.
- 21.** No mobilization advance and secured advance will be allowed.
- 22. Addenda/Corrigenda: -** During the tenure of the tender if any addenda/corrigenda take place that will be circulated only through the Government e-Procurement system. Contractors are to keep track of all the Addendum / Corrigendum issued with a particular tender and upload the same digitally signed along with the NIT. Tenders submitted without the Addendum / Corrigendum will be informal and liable to be rejected.
- 23.** All possible precautions should be taken for the safety of the people and work force deployed at worksite as per safety rule in force Contractor will remain responsible for his labour in respect of his

liabilities under the Workmen's Compensation Act etc. He must deal with such cases as promptly as possible. Proper road signs as per P.W.D. practice will have to be made by the contractor at his own costs.

24. The work to be executed with necessary arrangements for safety, machineries, temporary Barricading, labour hutments, electricity and other misc. at contractors own cost. The contractor have to executed the work at site following all the guidelines of work for the ongoing Covid 19 pandemic situation viz. face mask for every labours, social distancing, application of sanitizer at regular interval etc.
25. **Bid Validity:** - Bids shall remain valid for a period of **120 days (One Hundred Twenty)** from the last date of submission of Financial Bid / Sealed Bid. If the bidder withdraws the bid during the period of bid validity the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.
26. During scrutiny, if it is come to the notice to tender inviting authority that the credential or any other papers found incorrect/manufactured/fabricated, that tenderer will not be allowed to participate in the tender and that application will be out rightly rejected without any prejudice with forfeiture of earnest money forthwith.

List of "**Technically Qualified Bidders**" will be published in the web portal only. Financial Bid will be opened within a short period after such publication. Therefore, Bidders are requested to view the tender status on a regular basis. In case if there be any objection regarding Pre-qualification/ list of "**Technically Qualified Bidders**", that objection should be lodged to the Chairman, Tender/Bid Evaluation Committee within **24 hours** from the date and time of publication of list of qualified Agencies and beyond that time schedule no objection will be entertained by the **Tender/Bid Evaluation Committee**.

27. Before issuance of the LOI, the tender inviting authority may verify the credential & other documents of the lowest tenderer if found necessary. After verification, if it is found that such documents submitted by the lowest tenderer is either manufacture or false in that case, LOI will not be issued in favour of the tenderer under any circumstances.
28. **Language of Tender:** - The tender shall be submitted in the prescribed form in English. All literatures and correspondence in connection with the tenders shall be in English.
29. **Others:** - The Tender Notice along with other documents like Tender **Form No. -1 KMDA, Technical Specification, Special Terms and Conditions, BOQ, Addendum and corrigendum etc.** whatever documents uploaded by the department concerned thereto shall be part and parcel of the Tender.
30. **Declaration:** - Tenderer must upload and submit duly digitally signed a declaration as per prescribed format for confirmation of his awareness of the contract.

The tender inviting authority reserves the right to accept or reject any or all the tenders without assigning any reason what so ever.

For detail information please visits <https://wbtenders.gov> in & www.kmda.wb.gov.in

**Superintending Engineer,
HIT WING, KMDA**

Copy forwarded for information to:-

1. The Special Secretary, work cell / KMDA.
2. The OSD & EO, Senior Deputy Secretary/HIT Wing (KMDA).
3. The Advisor/ KMDA.
4. The D.G. W&S Sector, KMDA.
5. The Chief Engineer, PM & C/ KMDA.
6. The Director of Finance, KMDA.
7. The Deputy Secretary (P.R.C), Public Relation Cell /KMDA, along with 3(Three) copies of the e-NIQ for timely Publication in leading Newspaper as per Tendering norms and for display this NIQ in KMDA Website.
8. The P.S. to the Chief Executive Officer, KMDA.
9. The Account Officer, HIT Wing, KMDA.
10. S.O., Estate wing, KMDA(HIT Wing)
11. Notice Board.

**Superintending Engineer,
HIT WING, KMDA**

INSTRUCTION TO BIDDERS

Instruction / Guidelines for tenders for electronic submission of tenders online have been annexed for assisting the contractors to participate in e- tendering.

1. **Registration of Contractor:** - Any contractor willing to take part in the process of e – Tendering will have to be enrolled & registered with the Government e – Procurement system through logging on to <https://wbtenders.gov.in>. The contractor is to click on the link for e – Tendering site as given on the web portal.
2. **Digital Signature Certificate (DSC):**- Each contractor is required to obtain a class - II or class – III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the national Information’s Centre (NIC) on payment of requisite amount details are available at the Web Site stated in Clause -1 of Guideline to Bidder. DSC is given as a USB e – Token.
3. **Collection of Tender documents:** - The contractor can search & download NIT & Tender documents electronically from computer once he logs on to the website mentioned Clause 1 using the Digital Signature Certificate. This is the only mode of collection of Tender documents.
4. **Submission of Tenders:** -
 - a) **General process of submission:** - Tenders are to be submitted through online to the website stated in Cl.1 in two folders at a time for each work, one is Technical bid and other is Financial Bid before the prescribed date and time using the Digital Signature Certificates.
 - b) **Technical Bid:** - Technical Bid contain scanned copies of the followings further in two covers (folder).

A-1. Statutory Cover Containing.

- i) Demand Draft/Pay Order towards earnest money (EMD) as prescribed in the NIT.
- ii) NIT (download & upload the same digitally signed).
- iii) Declaration as per prescribed format.

N.B: Bidder must download KMDA Tender Form No-1, General Terms and Condition, Special Terms & Conditions, Technical Specifications, all other addendum, Corrigendum etc. whatever documents uploaded by the department in the web under the NIT and must go through carefully before quoting his rate. These documents are necessarily be uploaded by the bidder.

A-2. Non-Statutory/Technical documents Cover containing.

- i. Income Tax Return (For last 3yrs)
- ii. Audited Balance Sheet (For last 3yrs) average annual turnover for last three years should be in accordance to total project cost for this NIT.
- iii. PAN Card.
- iv. Professional Tax clearance certificate.
- v. GST clearance certificate
- vi. GST registration.
- vii. Trade License.
- viii. Technical Credential.
- ix. Work Order for the work in technical credential.
- x. Payment certificate of the said work.
- xi. Bank Solvency Certificate in Current Financial Year in conformity with the total project cost for this NIT.
- xii. Engineer’s qualification Certificate.
- xiii. B.O.Q of the similar nature of work.
- xiv. Registration certificates and relevant papers of Employees Provident Fund & ESI.

Note: Failure of submission of any of the above mentioned documents (as stated in A-1 & A-2) will render the tender liable to summarily rejected for both statutory & non statutory cover.

5. THE ABOVE STATED NON-STATUTORY / TECHNICAL DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING MANNER.

Click the check boxes beside the necessary documents in the My Document list and then click the tab "Submit Non-Statutory Documents" to send the selected documents to non-Statutory folder. Next Click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical Documents.

c) Financial Bid: -

i) The financial bid should contain the following documents in one cover (folder) i.e., Bill of

Sl. No.	Category Name	Sub-Category Description	Details
A.	Certificates	Certificates	i) PAN Card. ii) Professional Tax clearance certificate. iii) GST clearance certificate. iv) Acknowledgement of IT return (For last 3 hrs.) v) GST registration.
B.	Company Details	Company Details-1	i) Trade License ii) Partnership Deed, iii) Society Registration, Power of Attorney, iv) MoA/MoU etc. as applicable.
C.	Financial Info	Financial Info-1	i) Audited Balance Sheet (For last 3 yrs.).
D.	Credential	Credential-1	i) Credential, Work Order, Payment certificate, Bank Solvency Certificate. Engineers Certificate Etc.

Quantities (BOQ). The contractor is to quote the rate through on line in the space marked for quoting rate in the BOQ.

ii) Only downloaded copies of the above documents are to be uploaded, virus scanned & digitally signed by the contractor.

6. Opening & Evaluation of Tender: -

a) Opening of Technical Bid:

i) Technical bid will be opened by the Superintending Engineer, HIT WING/KMDA Intending tenderer may remain present if they so desire. Statutory Cover (folder) would be opened first & if found in order and correct Non Statutory Cover (folder) will be opened. If there is any deficiency in the Statutory & Non statutory documents the tender will summarily be rejected.

ii) Decrypted (transformed in to readable formats) documents of the non-statutory cover will be downloaded & handed over to the evaluation committee.

iii) List of technically qualified tenderers would be uploaded.

NB: While evaluation, the committee may summon of the tenderers & seek clarification/ information or additional documents or original hard copy of any of the documents already submitted & if they are not produced within the stipulated time frame, their bid will liable for rejection.

b) Opening and evaluation of Financial Bid:

i) Financial bid of tenderers declared technically eligible by the Tender Evaluation Committee will be opened electronically from the web portal on the prescribed date and time.

7. Penalty for suppression / distortion of facts:

Submission of false document by tenderer is strictly prohibited.

**Superintending Engineer,
HIT WING, KMDA**

SPECIAL TERMS & CONDITIONS :-

1. All hoarding related structures will be constructed by the successful bidder at their own cost no cost will be paid by HIT WING/KMDA and after successful completion of this tender by the bidder, this structures will become the property of HIT WING/KMDA.
2. The licensee within a maximum period of **7 (Seven) years** from the date of issue of work order shall complete the hoarding structures without interfering with the road traffic as per specification, design, drawings given in tender documents.
3. The Hoarding structures at the approved locations are to be maintained properly as per direction of HIT WING/KMDA at the cost of the licensee for a period of **7 (Seven) years** from the date of Commercial Operation Date. In default necessary costs for maintenance will be payable by the licensee to KMDA.
4. The financial proposals will be evaluated on the basis of the Yearly Charge for the 1st year payable to KMDA, to be quoted by the Bidders. The bidder who will quote the highest Yearly Charge for the 1st year will be the successful bidder. The successful bidder has to pay first Yearly charge (quoted value) in Indian Rupees through demand draft drawn on any Nationalized Bank in favour of '**HOWRAH IMPROVEMENT TRUST**' Payable at '**HOWRAH**', prior to the date of issuance of the work order. In subsequent years of the **7 (Seven) years** License period, the yearly charge must be paid within **7 (Seven) working days** from the date of issuance of the work order.
5. The Yearly Charge paid in every subsequent year on or before 7 (Seven) working days from the day of issuance of the work order will be enhanced throughout the License period **@ 5%** (Five percent) of previous year's Yearly Charge. Thus, the increment of **5%** compounded annually is applicable from 2nd Yearly Charge payment onwards.
6. If bidder fails to pay yearly charge within 7 days from 2nd year and onwards, they are allowed to deposit the amount with 6.25% annual interest for the delay period maximum up to **30(Thirty)** days from the starting of 2nd year. In that conditions the bidders have to appeal for that before due date. After expiry of the 30 (Thirty) Days, HIT WING/KMDA will reserve the right to cancel/ terminate the Agreement without any further notice and to take over possession of hoarding at the risk and cost of the PPP Partner without any prejudice to the rights of the HIT WING/KMDA as per the provisions of the Agreement and the PPP Partner will hand over possession of the Hoarding structures peacefully to HIT Wing/ KMDA.
7. Evaluation and selection procedure will be made as per financial norms. Only H1 bidder will be entitled for award of the license. The quoted amount of the successful bidder should be either equal to or above the value of work/ yearly charges of each location as mentioned in the NIQ document.

Any quoted rate below the yearly charges (as the case maybe) will not be accepted. Qualified agency has to execute **05 (Five)** copies of formal tender with HIT Wing/ KMDA against fee **@ Rs 300/-** per copy.
8. Site clearance/visibility clearance/illegal hoarding structures within this stretch will be removed for demolished by the bidder at their own cost. No cost reimbursement will be made from HIT Wing/ KMDA end. All types of Administrative support as and when required will be provided from HIT Wing/ KMDA end.
9. The license may be cancelled by HIT Wing/KMDA for any proven breach of contract and the licensee shall neither be entitled to any compensation for any damage caused due to such cancellation nor shall they be absolved of any liability incurred under this agreement and the executed structure will be the property of HIT Wing/KMDA..
10. All Hoarding structures are the properties of HIT Wing/KMDA and the licensee will no longer have the right to use & sell the space for sponsorship purpose after a period of **7 (Seven) Years**.
11. The licensee shall permit any duly authorized official of HIT Wing/KMDA to inspect the said sign boards at any time they intend.

12. Any intending bidder who has worked in the above field as a sub-contractor only will not be allowed to participate in this tender.
13. The authority reserve the right to accept or cancel any offer without assigning any reasons what so ever.
14. The location of the erection shall be as specified in the drawing and/ or as directed by the E-I-C.
15. There should not be any image/Picture in the advertising space which may distract the attention of the drivers and cause accident. The advertisement exhibited should follow the rules and regulations of the Advertising Council of India and its amendments from time to time.
16. The advertising sign board attached to the Hoarding structures will be in retro reflective materials. The vertical post of the Hoarding structures should also be clad with non-reflective material.
17. In case of breach of any of the terms and conditions herein contained this licensee will terminate automatically.
18. That whenever any damages are done to its installation due to accident overturning if any, the Licensee will immediately repair the same at his own cost to the full satisfaction of the HIT Wing/ KMDA, if any damage caused to the road/land /structures etc. the licensee shall be bound to pay the repair cost to HIT Wing/KMDA.
19. The licensee shall not acquire any right or title to the land on which the Hoarding structures , sign boards are installed or any portion of road, land, fencing or any other property.
20. The license fee or any part thereof will in no case be refunded for termination of the license or any of the reason as aforesaid.
21. The licensee shall stand guarantee for the Hoarding structures for a period of **7 (Seven) Years** from the date of commencement of the contract agreement. Any defects and short comings due to defective handling and maintenance shall have to be made good by the licensee at his own cost and expense inclusive of all cost of materials and labourers etc. The licensee shall have to make good the damages due to natural wear and tear at his own cost and expense inclusive of all cost of materials and labourers etc. The rate to be quoted by the licensee shall be inclusive of all such costs. On successful completion of Hoarding structures the earnest money deposit will be refunded to the licensee otherwise in case of any violation of the aforesaid matters the earnest money deposits of the licensee shall stand forfeited and be absolutely at the disposal of HIT Wing/KMDA.
22. The licensee shall compensate HIT Wing/KMDA against any loss or claim damage arising from the negligence on each part during the execution or installation Hoarding structures and sign board.
23. The licensee will bear the cost towards the compensation for theft or any accidental damage.
24. Commercial advertisement materials that will be displayed shall be tasteful in nature. Advertisements should not contain any vulgar or obscene languages/pictures. No obscene or objectionable material must be displayed by the PPP partner. If the HIT Wing/KMDA deems that any material being displayed is objectionable and instructs the PPP partner to remove the same, then the material must be removed immediately failing which the contract will be liable to be cancelled. For installation of advertisement the Licensee should follow the Signage, Hoarding and Outdoor advertisement Policy for the State of West Bengal 2024 issued in the Kolkata Gazette Published by UD&MA Deptt. Vide Memo no. 156-UDMA-13011(99)/2/2023 SEC-Dept of UDMA(673943) Dated, Kolkata, the 4th February 2025.
25. All Civil/Structural Designs and Construction must comply with IS Code. All Electrical and Mechanical Components must comply with relevant IS Code if not mentioned specifically.
26. In case of existing structure the H1 bidder has to take the possession of this structure or rebuilt it. However the approved drawing of the hoarding structure is to be submitted to HIT Wing/KMDA.
27. Necessary permission should be obtained from HIT Wing/ KMDA or other competent authority before displaying the advertisement.
28. Licensee shall have to obtain electrical connection from the CESC/WBSEDCL at their own cost and liabilities.
29. The display of advertisement rights on either side of the Hoarding structures will include display of hoardings, illuminated signs, mechanical signs, electrical signs, glow signs, neon signs, electronic display,

- as the case may be. The entire cost of installation of such illumination and supply of electricity charges, etc. on the said Hoarding structures shall be borne by the Licensee.
30. During night work special care should be taken for sufficient illumination of the work site to avoid any untoward incident.
 31. Carriageway should not be disturbed under any circumstances.
 32. That in case of breach of any of the terms and conditions herein contained in this license will be terminate automatically and the licensor shall be at liberty to remove the commercial sign board and to restore the said portion to its original state and condition.
 33. Before submitting the Quotation, the intending contractor/bidder should make themselves acquainted thoroughly with the local conditions prevailing at site of implementation of the work by undertaking field inspections and taking into consideration all probable likely factors and difficulties to be involved in implementation of the work.
 34. Necessary Road restoration work as per the specification as directed by the E.I.C should have to be carried out by the agency, which has been damaged due to installation of Hoarding structures. No additional payment shall be made in this regard.
 35. The agency shall have to carry out full operation and maintenance of the Hoarding structures with prior interaction with the KMDA authority during the license period.
 36. Necessary basic General Arrangement Drawings are incorporated in the tender documents. Structural drawings will be carried out by the H1 bidder after selection. Necessary Structural Drawings as per site conditions, fabrication drawings etc. are to be prepared by the bidder in synchronisation with the basic supplied drawings and codal safety norms which are to be approved/ vetted from KMDA/ reputed institutions respectively. No claim in this regards will be entertained from HIT Wing/KMDA.
 37. **Warranty for the Work:-**

The successful bidder warrants that all work under this Agreement will be performed with promptness and diligence and will be executed in a workmanlike and professional manner, in accordance with the practices and high professional standards used in well-managed operations performing work similar to the work under this RFP.
 38. The successful bidder shall be responsible for designing (if any), engineering, financing, procurement, construction, completion, commissioning, operation and maintenance of the particular Hoarding structures for which its bid has been accepted by HIT Wing/ KMDA and in accordance with the provisions of an Agreement to be executed separately between the successful bidder and the Kolkata Metropolitan Development Authority in the format as will be shared by KMDA. The scope of work will include Design, Finance, Build, Operate, Maintain and Transfer of the Hoarding structures at the identified locations and maintenance of all the project assets thereof in accordance with the provisions of the Authorization Agreement. The project asset generated will be the absolute property of HIT Wing/ KMDA. To reiterate, the structure/ asset to be built by the PPP partner under this Project at any and every stage of construction will, in its entirety, be owned by the HIT Wing/ KMDA and no ownership right will ever accrue to the PPP partner over the said structure/ asset.
 39. The design (if any) & engineering of the structural and electromechanical component of the Hoarding structures shall be done only by any one of the following institutions: Jadavpur University or IEST, Shibpur. Moreover, the ready to use certificate/Fit Certificate shall also be issued from the same institution as mentioned, after periodic supervisory visit of the site, as deemed fit, to run the Hoarding structures, and this will enable the PPP partner to operate. To be more precise, after completion of construction work, ready to use certificate is to be obtained from the same institution and only after receipt of the same, the Hoarding structures will be allowed to commence commercial operation. Also in each year of the licence period, fit certificate for use is to be obtained from the same institution for commercial operation of the Hoarding structures. Procurement of design, engineering, supervision and certification throughout the licence period is the sole responsibility of the bidder at its own cost.

40. The scope of work includes but will not be limited to:

- Designing (as per requirements), engineering, financing, procurement, constructing, completing, commissioning, operating, maintaining and managing the project facilities including ancillary/support infrastructure as per technical specifications provided in the document.
- Diversion of Underground Utilities in connection of Hoarding structures will be at bidder's cost.

41. Road indicator should be provided on the bottom of the Hoarding structures as per guidance of KMDA.

42. Termination

- i. The failure on the part of the successful bidder to perform any of its obligations or comply with any of the terms of this RFP shall constitute an Event of Default on the part of the successful bidder. The events of default as mentioned above may include, inter-alia, the following:
 - a. the successful bidder has failed to perform any instructions or directives issued by the KMDA which it deems proper and necessary to execute the scope of work under the RFP, or
 - b. the successful bidder has failed to remedy a failure to perform its obligations in accordance with the specifications issued by HIT Wing/KMDA, despite being served with a default notice which laid down the specific deviance on the part of the successful bidder to comply with any stipulations or standards as laid down by HIT Wing/KMDA; or
 - c. the successful bidder has failed to conform with any of the specifications as set out in the RFP or has failed to adhere to any amended direction, modification or clarification as issued by HIT Wing/KMDA and which HIT Wing/KMDA deems proper and necessary for the execution of the scope of work under this RFP;
 - d. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the successful bidder;
 - e. The successful bidder or its team has failed to comply with or is in breach or contravention of any applicable laws;
 - f. The successful bidder has failed to comply with any terms and conditions of the this RFP;
 - g. Undue delay in achieving the agreed timelines for completing the construction work of the Hoarding structures;
- ii. In the event of any default by the successful bidder as stated above, HIT Wing/ KMDA will issue a Notice to the bidder in writing setting out specific defaults / deviances / omissions. The successful bidder will need to remedy the default/ deviances / omissions committed within thirty (30) days of the receipt of the notice to the satisfaction of HIT WING/KMDA. In case the successful bidder fails to remedy the default to the satisfaction of HIT WING/KMDA, HIT WING/ KMDA will be entitled to terminate the Agreement in full or in part.
- iii. In case of any dispute in future, HIT WING/KMDA may instruct M/s CESC to cut off their electricity supply to the Hoarding structures and in that event, the PPP partner will have no right to raise any objection.
- iv. Upon termination of the Agreement, the Kolkata Metropolitan Development Authority also has the right to debar the Agency from participating in future works.
- v. However If bidder is willing to exit from this contract, contract will be void after six months from the submission of his/her willingness to exit. In that case bidder has to pay the requisite fees for this last six months in advance.

43. Insurance

Successful bidder will, during the License period, at its sole cost and expense, obtain and maintain in full force and effect, adequate standard forms of insurance which are mandatorily to be maintained as per the applicable laws.

44. Risk of Loss

The risk of loss associated with the Hoarding shall remain with the successful bidder during the license period or till the effective date of earlier termination of the Agreement.

45. For future widening of adjacent road or due to execution of any other Govt. project, if shifting of Hoarding structures structure is necessary for any emergency situation then alternate site will be provided. As per availability of suitable site to be decided by HIT WING/KMDA without any claim from KMDA to the licensee. Decision of HIT WING/KMDA will be final in this regard.

46. Sublease is not allowed for the mentioned work.

47. Installation of any type of political banner should be approved from Competent Authority; otherwise action may be taken against the bidder.

48. Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the earnest money or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, (as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in subsection (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.1.8, indirect shareholding held through one or more intermediate persons shall be computed as follows: (a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (b) subject always to sub-clause (a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (b) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- ii) a constituent of such Bidder is also a constituent of another Bidder; or
- iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- vi) Such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

49. Maintenance and Operation of all Electromechanical Equipment will be done by the bidder after consultation with Electromechanical Sector of KMDA.

**Superintending Engineer,
HIT WING, KMDA**