



H.P. Forest Department

INTEGRATED DEVELOPMENT PROJECT (IDP)

For

Source Sustainability And Climate Resilient Rain-fed Agriculture
Chilghari Kangra at Dharamshala-176215

Phone No.Fax: 01892-223098 Email-dpoidpdshala@gmail.com



TENDER DOCUMENT FOR THE EXECUTION OF WORKS

1. Government of India has received a credit from the International Bank for Reconstruction & Development (IBRD) and International Development Association (IDA) towards the cost of the Integrated Development Project (IDP) for source sustainability and climate resilient Rain-fed-Agriculture and intends to apply part of the proceeds of this credit to eligible payments under the contract for which this invitation for quotations are issued.

District Project Officer, Integrated Development Project, Kangra at Dharamshala invites online quotations / bids from the Eligible Registered Contractors with Integrated Development Project for Source Sustainability and Climate Resilient Rain-fed-Agriculture, H.P Forest Department holding required eligibility for execution of following works , as per detail tabulated below:-

Sr No	Job No	Description of Works	Estimated Cost	Cost of Tender Form	Period of Completion	Earnest Money
1	NB-11/ PWHS/2021- 22	C/O Cement Concreate (PWH&S) Across Nalwa Basti Nallah Vill. Mundla Dhar Ward No.-5 in GP –Mundla under APO-Nagrota Bagwan	Rs.11,58,500/-	500/-	60 days	24000/-

Term & Conditions :

- 1. Qualification of the bidder:** The bidder shall provide following qualification information and documents at the time of submission of his/her Quotation/Bid/Tender on prescribed Format, which shall include :-
 - The Contractor(s) **duly registered with the Integrated Development Project**; will be allowed to offer tenders/bids as per the Classification of Contractor(s) and maximum limit of work, is given as under:

Class of the contractor	Categories		
	Composite	Forestry	Value of work (in Rs.) up to which participation in tender is allowed (Civil works)
"A" Class	Above 50 lakhs	Above 30 lakhs	Above 50 lakhs
"B" Class	Upto 50 lakhs	Upto 30 lakhs	Upto 50 lakhs
"C" Class	Up to 20 lakhs	Up to 15 lakhs	Up to 20 lakhs
"D" Class	Up to 10 lakhs	Up to 7.5 lakhs	Up to 10 lakhs

- A self attested copy of the PAN card & GST of the Bidder.
 - Self attested copy of his/her Bank Account Pass Book of the Bank duly covered under RTGS/NEFT, showing details of the Bank Account of the Bidder.
 - Self attested copy of the registration of contractor from IDP.
 - Copy of Income Tax return & Turnover for last two years.
- 2. Scope of execution of works:** The scope of execution of work is as per the schedule of quantities/BoQ. The quantity of the above work is tentative and may vary as per the actual/site requirement and availability of funds. The Contractor shall have no right to object or challenge the decision of the Undersigned to this effect.
 - 3. Bid Price:** That, it is be assumed that the bidder(s)/supplier(s)/ proposer(s) / Contractor (s) has (have) obtained all the relevant factors in to account/consideration that may be necessary for preparing the item rate bid and therefore, he shall have no right to object the details of works, at a later stage.
 - That, Prices shall be quoted in Indian Rupees only.
 - That, bidder shall bid /quote for each item of work as described in the schedule of quantities/BoQ.
 - That, the rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account. The bidder shall include all the expenses including GST and other applicable taxes, etc. applicable (if any) in the bid price.

5. Validity of bids: The Rate(s) quoted by the successful bidder in his/her Bid document shall remain valid upto 60 days; and in case, if for any reason the rates for procurement of works could not be approved before the expiry of the stipulated period, the above quoted rates shall be deemed to remain valid/ enforced over an extended period up to the date of approval of the Tenders/Bids invited by this office for the procurement of same during the next Financial Year i.e. 2022-23.
4. Submission of bids: That, each bidder shall submit only one bid through online mode for each Work/Job.
 - a) That, the bidder/Supplier/ Contractor shall furnish complete address alongwith contact number and all other information in the relevant space provided.
 - b) That, the bidder shall seal the documents for cover -I in an envelope addressed to the District Project Officer, IDP, Kangra at Dharamshala, H.P. and the outside of the envelope will also bear the following identification on the top of the envelope:-
 - Bid for the Execution of works NB-11/ PWHS/2021-22 Mundla Dhar during F.Y. 2021-22
 - Do not open before 11.01.2022 at 12:00 PM (date & time of bid opening).
5. Opening & Evaluation of bids: That, In case, the day of opening of bid happens to be a holiday, the whole process will commence on the next working day with same time & schedule for which no separate notice or order shall be issued.
 - a) Cover-I technical bids shall be evaluated first with all the relevant documents in original. The bidder qualifying cover-I criteria shall only be considered for evaluation of cover-II financial bid.
 - b) That, information relating to evaluation of bids and recommendations for the acceptance of bid shall not be disclosed to bidders or any other persons not officially concerned with the process until the award to the successful bidder is announced.
 - c) That submission of false information(s) and/or document(s) shall automatically lead to forfeiture of Bid security/earnest money to the Govt. and rejection of bid or cancellation of contract at the cost of such bidder without prejudice to criminal proceedings against the bidder/Contractor.
 - d) That, the tendering authority will evaluate and compare the bids determined to be substantially responsive i.e. which (a)-are duly signed; (b)-conform to other terms and conditions of the Bid as mentioned.
 - e) That, the tendering authority (Chairman/committee) will evaluate and compare the bids determined to be substantially responsive keeping in view the criteria as specified above.
 - f) The bidders shall be evaluated on the basis of total price offered for all the items keeping in view all the expenses.
6. Award of Work: That, the evaluation of bid /bids is over, the successful bidder(s) whose bid(s) has (have) been determined to be substantially responsive and who has offered the lowest total evaluated quoted price and meets the specified qualification criteria shall be conveyed the acceptance of his/her bid by the IDP.
 - a) In case of 'tie' between or among the 'Lowest bidders' in their quoted rates, such lowest bidders shall be considered for the award of 'Work Order' which has highest turnover in the previous years in ascending order starting from 2020-21 or shall be awarded to one of them on the written consent of all such lowest bidders.
 - b) That, the bidder whose bid is accepted will be notified the award of work by the IDP prior to expiry of the bid validity period.
 - c) We reserve the right to execute any part of the item of work or whole work, put to tender and the contractor shall not have any right to object to it. The bidder whose bid has been accepted and has deposited the required performance security in the desired manner and has also signed the agreement deed, may be notified of the award of contract prior to expiry of the validity period.
 - d) That, the contractor shall have to start the execution of works within 7 days of agreement / work order and shall have to complete the same within the stipulated period. The contractor/ bidder agreed cost and nothing extra shall be payable on account of escalation of cost for whatever reasons in due course of time.
 - e) The successful bidder(s) will have to complete the allotted work within the stipulated period and in case the contractor abandons the work in between or there is inordinate delay in its execution to the extent when Undersigned is convinced that contractor will not be able to complete the work within a stipulated period, under such situation Undersigned shall have the right to take over and complete the remaining work at the risk and cost of the contractor and shall also attract penal provisions of this notice as laid down in following clauses.
 - f) If the successful bidder fails to complete or start the allotted work within stipulated period, a penalty @ 0.1% per day, of the Total Value of the awarded work, rounded off to next hundred, shall be charged from the Contractor up to next 15 working days. The penalty after 15- working days shall be charged at the enhanced rate of 0.5% rounded off to next hundred, per day of the Total Value of the awarded work, till the work is either completed by the contractor within the additional time allowed to him/her on his written request stating reason for such extension or the allotment of work is cancelled to complete the work/ remaining work at the risk and cost of the contractor either through other contractor or through some other efficacious manner.
 - g) The contractor shall be responsible for any loss or damage caused directly or indirectly, to the property of the project, and shall be bound to pay for such loss/ damage.
 - h) In case of breach of any condition of the Tender Notice for which no specific provisions have been made in this notice, a penalty not exceeding Rs.5000/- may be imposed for every such breach. However before imposing such

penalty, the Contractor will be given an opportunity for explaining his position. The decision of the undersigned in this regard will be final and thereafter, no correspondence/objection will be entertained.


- i) The forfeiture of performance security for breach of 'Terms and conditions', or non completion or not starting execution of allotted work within stipulated period, shall not prejudice any other just and proper action against the contractor.
- j) That, the Contractor / bidder shall have to execute and complete the work under the supervision and technical guidance of project staff of the concerned APO Unit under DPO, IDP, Kangra at Dharamshala, H.P.
7. The successful Bidder shall have to engage his own labour, trucks, tools, and machinery etc., for completion of allotted. In case the contractor has been asked to provide required material, he/she shall have to purchase all the construction material of the required standard technical specifications and the contractor/bidder will have to produce the original bills. The amount of taxes, as applicable, will be deducted from the final payment of the
8. The contractor will submit a list of the workers/majdoors engaged for the execution of allotted work within 7-days of the start of work.
9. The contractor shall also be responsible to submit a list of change/replacement of the workers/ majdoors, either disengaged or newly engaged by him/her from time to time, within 7-days of each change/ replacement.
10. The contractor / bidder shall pay the minimum wages to the labourers and also shall comply the provisions of all applicable labour laws or as may be notified/amended by the State Government from time to time and he/she shall be bound to abide by the Industrial Dispute Act 1947 and other labour/ welfare laws enacted from time to time by GOI/GHP
11. The Contractor(s)/Labour Supply Mate(s) is/are required to follow the Labour Contract Act,1970 and HP Contract Labour (Regulation & Abolition) Rules-1974 and Inter State Migrant Workmen (Regulation of Employment & Conditions of Services Act,1997.
12. The Contractor shall enroll for an independent E.P.F number under the employees provident fund scheme and will remit E.P.F. of labour and his share along with administrative charges to the E.P.F. authorities, at the prevailing rates as per rules/act in vogue. However, contractors who do not have EPF Number can also participate in the tender but he shall have to register him/herself within 1 month, with the concerned authority and the Undersigned shall have the right to deduct the amount of provident fund as applicable and shall be deposited with the concerned authority.
13. Labour deployed by Contractor will take all precautions against any accident/ hazard at work site. Any sort of negligence or failure on the part of labourers deployed by the Contractor will be his personal responsibility.
14. It will be the responsibility of the contractor to clear all the dues of the labour at his level on regular basis. In case any grievance on this account is brought to the notice of the undersigned, the contractor shall have to settle the issue before the next bill is cleared by the undersigned or u/s shall have the right to deduct equal amount from the bill/payment of the contractor and if the dispute is not settled even after elapse of 30 days from the date of payment of the remaining amount of the bill if any, the withheld amount of the contractor shall be paid to the concerned labourer(s). In case the labour claims any kind of benefit(s) under any act/rules of central/state Govt., the contractor shall have to settle the issue at his level.
15. No residential facility shall be provided by the project to the labour engaged by the Contractor. The contractor shall be required to get the work executed irrespective of the vagaries of nature viz rain fall/water logging conditions, hot/cold weather etc. The labour would have to work in location where that work is being done in the past under the existing conditions. On this score, no excuse of the contractor or his labour will be entertained at later.
16. **Defect Liability:** The contractor will be responsible for rectifying any defects noticed free of cost, within 20 days of the date of intimation of such defect by us. Any defects can be pointed after completion of 1st rainy season (upto 15th September) or six months from the date of completion of work whichever is later
17. **Performance security:** The amount of performance security shall be 5% of the amount. That, the bid security of the successful bidder with IDP will be adjusted towards performance security. The Contractor / bidder shall have to complete the works within the specified/allowed period in writing & within agreed costs, and nothing extra shall be payable on account of escalation of cost in material, labour, etc. in due course of time, which may be due to unforeseen reasons.
18. All taxes and deductions as per the prevailing law shall be deducted from the payments to be made.
19. That, under normal circumstance, no extension in execution period will be granted and the decision of the tendering authority in this regard shall be final.
20. That, the tendering authority shall be authorized to cancel the award of work and forfeit the performance security to the Govt. under following circumstances:-
 - a) That, the contractor fails to start the works within stipulated period.
 - b) That, undue delay is being caused in execution of the awarded works due to slow pace of its execution.
 - c) That, the contractor abandons the execution of works at any stage.
 - d) That, in case the material for execution of works is of not requisite specification at the time of inspection.
21. That the above works are subjected to periodical and regular inspection by the officer of project staff.
22. That, If the contractor delays the start of work beyond the stipulated period or abandons the work in between or project is convinced that due to undue slow pace of work, contractor will not be able to complete the work within a

stipulated period, the project staff will take over the execution of this work and complete the remaining work at the risk and cost of the contractor

23. That, no advance payment will be made to the bidder/contractor and payment shall be made only for the work executed of different stages by the contractor, as per the detailed bill prepared after measurement of the work done by the authorized official of the project on spot and on fulfillment of all other terms and conditions of the quotation notice/award of work and its execution/completion to the satisfaction of the project.
24. The contractor/bidder shall bear /pay all the applicable taxes and other charges as applicable from time to time.
25. Notwithstanding anything of the above, the tendering authority reserves the right to accept or reject any bids and to cancel the bidding process and reject all bids at any time prior to the award of contract without assigning any reasons.
26. In case of any dispute, the Chief Project Director, IDP, Solan, HP shall be the final authority to decide the matter and the decision will be binding on both the parties.
27. All legal disputes if any shall be settled within the jurisdiction of Court(s) at Dharamshala, H.P.
28. The tendering authority reserve the right to cancel the bidding process at any stage without citing any reason thereof.
29. The contractor will follow COVID-19 protocol strictly as per instructions of the state Govt. as well as the Govt. of India.

You are, therefore, requested to offer your most competitive bid(s) for the above work, latest by 5:00 PM on 10.01.2022.

We look forward to receiving your bids and thank you for your interest in the project.


-sd-
District Project Officer,
Integrated Development Project,
Kangra at Dharamshala HP
Ph: 01892-223098
Email: dpoidpdshala@gmail.com

UNDERTAKING

I/We have carefully studied the tender documents and notice inviting tender alongwith all the terms and conditions stipulated in the contract document before quoting the rates in the BoQ chart. I/We agree to abide by all the Terms and conditions of the tender mentioned above. I/We have acquainted myself / our self with the tasks required to be carried out, before making this offer. I/ We do hereby undertake that the information and documents furnished in this tender process are true and genuine to the best of my knowledge. I/We hereby sign this undertaking in token of our acceptance of above mentioned Terms and conditions.

(Signature of the Tenderer)

Capacity in which signing the tender document i.e. Sole Proprietor/ Partner/ Director etc. (Please specify).

Name of the Tenderer / bidder

Aadhaar No.....

Date :

Place :