



H.P. Forest Department
INTEGRATED DEVELOPMENT PROJECT (IDP) For
Source Sustainability And Climate Resilient Rain-fed Agriculture
 (Implemented by H.P. Natural Resource Management Society)
 District Project Officer, (IDP), Sirmaur at Nahan, Tel and Fax: - 01702-222423 Email Id:
dponhn@gmail.com

Tender Notice

Government of India has received a credit from the International Development Association (IDA) towards the cost of the Integrated Development Project for Source Sustainability and Climate Resilient Rainfed Agriculture and intends to apply part of the proceeds of this credit to eligible payments under the contract for which this invitation for quotations is issued. District Project Officer(Integrated Dev. Project) Sirmaur at Nahan invites Sealed e-tenders(Online) from the contractors registered/enlisted in Integrated Development Project on BOQ as uploaded on web portal www.hptenders.gov.in for execution of following works as tabulated below. The Amount of EMD will be received through FDR/CDR/TDR duly pledged in favour of The District Project Officer (IDP) Sirmaur, at Nahan payable at Nahan. The Tender List, showing particulars of works tenders/bids scheduled to be uploaded/submitted by the Bidders and to be opened in the O/o District Project Officer (IDP) Sirmaur, at Nahan as per the schedule below:-

Start of sale of Tender Documents.....	31 st March, 2022 from 6:30 PM
Last Date and Time for uploading/submission of Tenders.....	6 th April, 2022 up to 5.00 PM
Date and time for Physical Submission of Documents	7 th April, 2022 up to 11:00 AM
Date and time for opening of Tenders/Bids.....	7 th April, 2022 at 11:20 AM

(A) WORKS

Job No.	Name of work/Area and GP	Estimated cost as per schedule of HP Forest Deptt. Nahan Circle	Period of Completion	Bid Security (5% of estimated cost in shape of FDR/TDR/CDR (Rs.))	Cost of tender form in shape of DD in favour of DPO(IDP) Sirmaur at Nahan (Non-refundable) (Rs)
N-1/Raising of Nursery/ 2022-23	Raising of nursery at Palhori under APO Unit Nahan in G.P. Palhori during 2022-23.	16,67,900/-	125 days Upto 15.08.2022	83400/-	1000/-
P-1/Raising of Nursery/2022-23	Raising of nursery at Dhudhla under APO Paonta Sahib in G.P.Gorkhuwala during 2022-23.	13,78,600/-	125 days Upto 15.08.2022	68900/-	1000/-
R-1/Raising of Nursery /2022-23	Raising of nursery at Kheri under APO Rajgarh in during 2022-23.	6,79,600/-	125 days Upto 15.08.2022	34000/-	500/-

Tender form (BOQ) along with detail of work and Terms and Conditions of the tender can be downloaded from www.hptenders.gov.in. All the interested bidders are advised to carefully read and understand the terms and conditions laid down for the procurement of works. They are also advised to inspect the site of work before they tender their bids on any working day up to 6th April, 2022 by 5.00 PM. The tender will be opened on April 7th, 2022 at 11:20 AM.

For more details on this subject, please contact the office of the undersigned on any working day between 10:00 AM to 5:00PM, up to 7th April 2022

No. DPO/NHN/Tender/2021-22/1799-1802

Dated Nahan the/ 31.03.2022

Copy for favoaur of information is forwarded to:-

1. Pr. CCF-cum-Chief Project Director, IDP, Solan.
2. All contractors.
3. Notice board for vide publicity.
4. Uploaded on project website <http://www.hpmdp.org/Tenders.htm>. & www.hptenders.gov.in.

District Project Officer, IDP,
Sirmaur at Nahan.



H.P. Forest Department

INTEGRATED DEVELOPMENT PROJECT (IDP)

For

Source Sustainability And Climate Resilient Rain-fed Agriculture

(Implemented by H.P. Natural Resource Management Society)

District Project Officer, (IDP), Sirmaur at Nahan, Tel & Fax: - 01702-222423. Email Id: dponhn@gmail.com

TERMS AND CONDITIONS' FOR THE PROCUREMENT OF WORKS, AS PER THE TENDERS/BIDS INVITED BY THE DISTRICT PROJECT OFFICER, (IDP), SIRMAUR AT NAHANT

.Invitation of Tenders/Bids: The tenders/Bids are invited for the 'procurement of WORKS. The details of the items proposed to be procured including item-wise amount of 'Earnest Money Deposits', are as per the 'Tender List' attached with this 'Tender Notice'.

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 :-

1.1 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	Value of work (in Rs.) up to which participation in tender is allowed(Forestry Work)
"A" Class	Above 30 lakhs
"B" Class	Upto 30 lakhs
"C" Class	Up to 15 lakhs
"D" Class	Up to 7.5 lakhs

1.2 A self attested copy of the PAN card of the Bidder.

1.3 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.

1.4 Self attested copy of the registration of contractor from IDP.

1.5 Self attested photo copy of the G.S.T. Clearance Certificate issued by Excise and Taxation Department.

2. **Purchase of Bid Documents:** The online tenders can be submitted by paying cost of document through DD drawn in favour of **District Project Officer, (IDP), Sirmaur at Nahan**, payable at any scheduled bank at Nahan and the scanned copy of the same be uploaded with his/her Tender/Bid. Whereas, the original DD shall have to be submitted by the Bidder in the office of the Undersigned on or before the date and time fixed for opening of Bids/Tenders. **Tenders/Bids received without paying the cost of Tender documents in the above manner shall not be considered.**

1. **Earnest Money Deposit (EMD):** In the case of e-tenders (online), bidders shall have to upload scanned copies of the FDR/TDR/CDR(**duly pledged in favour of DPO(IDP)Sirmaur at Nahan**) of equivalent amount of the EMD mentioned in the Tender Notice against each item. Whereas, the original FDR/TDR/CDR shall have to be submitted by the Bidder in the office of the undersigned on or before the date and time fixed for opening of Bids/Tenders. **The tender(s) not accompanied by full amount of earnest money shall not be considered.** The EMD, if deemed necessary by the competent authority, can be increased at the time of opening of tenders. The contractor/bidder who has/have uploaded scanned copy of FDR/TDR/CDR as EMD, DD as cost of tender form and other documents should deposit the original copies of the same in this office before the stipulated date and time. The contractor who uploaded desired documents on the website, but failed to submit the same physically, shall be debarred for further participation in the tender process in IDP in future.

2. **Submission of Bid Documents/ Bids Price:**The interested bidders are advised to carefully peruse the terms and conditions laid down for the procurement of works and also to visit the site of works at his own expense, in order to obtain all information that may be necessary for preparing his/her Bid document.

5.1 The tender documents complete in all respect including required EMD should be **uploaded on or before 06.04.2022 up to 5.00 PM and physically received in the office of the DPO (IDP), Nahan on or before 07.04.2022 up to 11.00 AM.**

5.2 The Bidder/Supplier shall quote his rate(s) including of all kind of Taxes, levies etc payable on the item of work and nothing extra shall be payable to the contractor on this account.

5.3 The work quantity is tentative and may vary as per the actual requirement and availability of funds.

5.4 The bidder shall furnish complete address and all other information about himself/herself by filling in required information in the relevant lines/ space provided in Tender/Bid FORMAT/BoQ.

- 5.5 The Bidder shall have to quote his price both in figures & words, which should be clearly legible and the Tender/Bid containing illegible, doubtful or dubious figures may not be considered.
 - 5.6 The Bidder shall Bid for the whole Quantity and for all components of the works under each item of works as described in the Tender/Bid FORMAT.
 - 5.7 All duties, taxes and other levies payable by the contractor as under rule, should be included in his total quoted price and same shall be deducted from the bill of the contractor and nothing extra shall be paid to him/her on this account.
6. **Validity of Bid / Tenders:** The Rate(s) quoted by the successful bidder in his/her Bid document shall remain valid **31.8.2022**; 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.
7. **Submission of Bids /Tenders:** The interested bidders are advised to ensure that the Bids/Tenders are submitted before the expiry of the stipulated period in the desired manner and the **Bid/Tender documents including required EMD, should reach in this office before the expiry of the last date and time fixed for submission of Tender /Bids.**
- 7.1 The bidder(s), in token of accepting / agreeing to the 'Terms and Conditions' of the Tender Notice, shall append his/her signature on each page of the 'Terms and Conditions' of the Tender Notice, including appending signature on the certificate from the bidder recorded in the box at the last page of this Notice and shall submit/attach the same with his/her Bid document.
 - 7.2 The Tender document complete in all respect including required EMD must reach in the office of the District Project Officer, IDPSirmaur at NAHAN H.P.-173001, not later than the time and date specified in this letter of invitation of Bids.
 - 7.3 Each bidder shall submit only one Bid for each 'item' on standard Bid Format/document/BoQ
 - 7.4 The bidder/contractor shall furnish complete address and all other information about him/her, in the relevant space provided in Tender/Bid Format
8. **Opening and Evaluation of Bids :** All the Tenders/Bids received in this office shall be opened and evaluated in the office of the Undersigned by the 'Tender/Bid Opening and Evaluation Committee' as per the schedule notified in the letter of invitation of Tenders/Bids.
- 8.1 The *Bids/Tenders* received after the expiry of the Schedule for its submission or received without required EMD shall not be considered.
 - 8.2 The *Bids/Tenders*, not received on prescribed 'Tender Document' (Tender/Bid Form/BoQ) or/and are incomplete, shall not be considered.
 - 8.3 The Conditional Tenders/Bids or the Tenders/Bids received through fax or E-mail, shall not be considered.
 - 8.4 Submission of false information(s) and/or document(s) shall automatically lead to cancellation of the *Bid/Tender* of the Bidder and such cancellation of the *Bid/Tender* shall not prejudice any criminal proceedings that may be initiated against the bidder.
 - 8.5 The *Bids/Tenders* 'Opening and evaluation Committee' will evaluate and compare only those *Bids/ Tenders which have been* determined to be responsive by the committee.
 - 8.6 All the Bids/Tenders received before the expiry of scheduled time and date specified in the tender notice, shall be opened and evaluated by the committee and a comparative chart/statement shall be drawn to select the **Lowest Bidders**. The Bids would be evaluated for all the works items **Separately**
 - 8.7 The Bids would be evaluated for each item of work, separately.
 - 8.8 To determine the lowest bidder in respect of item for execution of works, as per unit rates quoted by the bidders for all sub-items of work shall be added and the lowest total rate so arrived by adding all the per unit rates, shall be considered as the Lowest(L-1).
 - 8.9 In case of 'tie' between or among the 'Lowest bidders' in their quoted rates, such lowest bidders shall be jointly considered for the award of 'Work Order' or shall be awarded to one of them on the written consent of all such lowest bidders.
 - 8.11 After completion of the 'opening and evaluation' process, the EMD of all other **unsuccessful bidder** shall be returned to them under proper receipt on the Register. Whereas, the EMD of the successful bidder(s) shall be converted in to 'Performance Security' or shall be retained by this office until the required Performance Security as laid down in the following clauses, is deposited by the successful bidder in the desired manner.

- 8.12 The information relating to evaluation of *Bids/Tenders* and recommendations of the 'Committee' shall not be disclosed to the bidders or any other persons not officially concerned with the process until the award to the successful bidder is announced.

Value of the contract	Amount of the Earnest Money
Up to Rs. 5.00 lakh.	5% of the contract value
Exceeds Rs. 5.00 lakh & up to Rs. 10.00 lakh	5% of the contract value
Exceeds Rs. 10.00 lakh & up to Rs. 20.00 lakh	5% of the contract value
Exceeds Rs. 20.00 lakh & up to Rs. 50.00 lakh	5% of the contract value
Above Rs. 50.00 lakh	5% of the contract value

The performance Security will be released after six months, from the date of completion of awarded contract strictly as per the 'Terms and Conditions' of this notice and after due verification/ recommendation by the concerned APOs.

- 9.1 The bidder, whose bid/Tender has been accepted, may prior to expiry of the validity period be notified about acceptance of his/her bid and he/she shall have to complete all the codal formalities including signing of agreement deed before award of contract.
- 9.2 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.
- 9.3 The terms of the accepted offer shall be incorporated in the award of work.
- 9.4 In case of 'tie' between or among the 'Lowest bidders' in their quoted rates, such lowest bidders shall be jointly considered for the award of 'Work Order' or shall be awarded to one of them on the written consent of all such lowest bidders. 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.
- 9.5 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.
- 9.6 The contractor/ bidder shall have to complete the work within the stipulated period & at the agreed costs and nothing extra shall be payable on account of escalation of cost for whatever reasons in due course of time.
- 9.7 The DPO(IDP)Sirmaur at NAHAN may allow extension of the period for completion of allotted work on written request of the Bidder stating reasons/grounds for seeking additional time.
- 9.8 In case, *contractor fails to start the awarded work within the stipulated time*, the award of work is liable to be cancelled and besides forfeiture of the security of the contractor, *execution of work may be carried out either through any other contractor or the work is taken up by us at the risk and cost of the contractor.*
- 9.9 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.
- 9.10 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.*
- 9.11 In case, the amount of recovery exceeds the dues of the bidder, we shall have the right to effect the recovery of the remaining outstanding amount from the contractor by way of recovery of Revenue arrears or through other available means as per law of the land.
- 9.12 No advance payment will be made to the contractor. However, Contractor shall be paid 80% of the work done amount and 20% amount shall be paid after successful completion of the awarded work.
- 9.13 The contractor/bidder also shall have to bear all the taxes, levies, charges etc., as applicable or Taxes/charges levied by the Govt., in due course of time and the 'Income Tax', 'Work Contract Tax' and any other Tax as payable under rule will be deducted from the bill of the contractor. The contractor/bidder also shall have to bear all other applicable taxes, charges, contributions towards labour welfare etc., not listed in this notice separately or Taxes/charges levied by the Govt., in due course of time.
- 9.14 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.

- 9.15 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 entertained.
- 9.16 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.
- 9.17 The successful Bidder shall have to engage his own labour, trucks, tools, and machinery etc., for completion of allotted work.
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 in support of the procurement of B/Stone, Stone aggregate, Sand, Cut stone, Steel, Bricks,B/Wire, U/Stapples, Fence Posts etc with his bill/claim for payment of his dues/charges or the amount of royalty, as applicable, will be deducted from the final payment of the contract / work.
- 9.18 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.
- 9.19 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.
- 9.20 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.
- 9.21 The Contractor(s)/Labour Supply Mate(s) is/are required to Registered himself/ themselves under the Labour Contract Act,1970 and HP Contract Labour (Regulation & Abolition) Ruls-1974 from the Labour officer & shall produce the copy of the same to the Undersigned within three months of the date of issue of award of work.
- 9.22 The Contractor/Labour Supply Mate(s) is/are required to obtain license under the Labour Contract Act, 1970 & Inter State Migrant Workmen (Regulation of Employment & Conditions of Services Act, 1997 from the Labour Officer & shall produce the same to the Undersigned within three months of the date of issue of award of work.
- 9.23 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 3 months, 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.
- 9.24 In case contractor fails to do the needful within the stipulated period, besides cancellation of the work allotted to him/her, performance security and any amount payable to him on a/c of work done shall be forfeited and the work shall be done at the risk and cost of the contractor.
- 9.25 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..
- 9.26 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 deducted 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.
- 9.27 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 stage.
- 10 **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.

11 **Miscellaneous** :Miscellaneous condition have been laid down to cover various other aspects of this tender notice for procurement of Works, as:

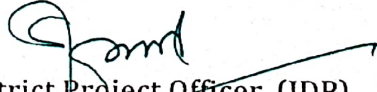
- 11.1 The DISTRICT PROJECT OFFICER, IDP SIRMAUR AT NAHAN may impose any other condition required to be added due to unforeseen reasons or bonafide errors/mistake, if any, and shall be displayed on the notice board of this office before the expiry of the schedule for submission of Bids.
- 11.2 However, the Bidder who had submits his/her Bid(s) prior to the date of imposition of such new condition, shall have the option to withdraw his bid(s) by submitting an application to this effect to the Undersigned before the start of 'Opening and Evaluation Process' by the 'Committee'. However, no request in this regard will be considered after the start of the 'Opening and Evaluation Process'.
- 11.3 Bidders should have his account in any nationalize bank, covered under RTGS/NEFT-facility and shall provide a copy of his/her Bank pass book containing information about his/her Bank Account No. with Name of the bank and branch along with IFSC No. to enable U/S to make payment through e-banking.
- 12.3 The stipulated period of 125 days shall be reckoned from the date, whichever is earlier, either actual date of the delivery of letter/ award of contract/notice to the successful bidder/contractor through fax, e-mail, by post, by hand or by some other means or after two days from issue of award letter. The lowest bidder shall maintain nursery upto 31.08.2022.
- 11.5 The undersigned reserve the right to accept or reject any or all the Bids without assigning any reason.
- 11.6 The competent authority of this project, reserves the right to modify any of the condition of this Bid/ Bid notice without assigning any reason.
- 11.7 Notwithstanding the above, prior to award of contract, the Undersigned reserves the right to cancel the bidding process and reject all Bids at any stage of the bidding process.
- 11.8 The interpretation of any of the condition laid down in this Notice for procurement of works, by the DPO(IDP)Sirmaur at Nahan, shall be final and binding on the party.
- 11.9 In case of any dispute, the Executive Director, Solan/CPO(IDP)Solan will be the final authority to decide the matter and the decision will be binding on both the parties.
- 11.10 All legal disputes, if any, arising out of this Bid Notice for purchase/procurement of Works, will be settled within the jurisdiction of the Judicial Court(s) at Nahan.

It is certified that I/we the following signatory (ies) have read, heard and understood all the 'terms & conditions' of this Bid/Tender Notice and shall abide by them. I/we also fully understand that any violation of the 'terms and conditions' by me/us shall render me/us liable for suitable action, as deemed fit by the Competent Authority of the IDP Sirmaur at Nahan.

Name of the Bidder (s):

Signature(s)

You are requested to participate in the 'Tendering process as per the schedule laid down in the tender notice and offer your best price for execution of various works. We look forward for your response and thank you for showing your interest in our organization.


District Project Officer, (IDP),
Sirmaur at Nahan,
Tel & Fax: - 01702-222423.
Email Id: dponhn@gmail.com

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