E-TENDER

Invitation of Short Term e- bid for construction of SFACH office Building in the Premises of Horticulture Department Udhyan Bhawan Complex Sector-21, Panchkula.

Managing Director, Small Farmer AgriBusiness Consortium Haryana(SFACH)

PANCHKULA, HARYANA

UDHYAN BHAWAN, SECTOR 21, PANCHKULA- 134117
Phone 0172-2581322, Fax 0172-2582595
Email:-sfacharyana@gmail.com Website: www.sfacharyana.org.in

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SECTION 1
IMPORTANT INFORMATION

Small Farmer Agri Business Consortium Haryana

UdhyanBhawan, Sector-21, Panchkula-134116,

Website: www.sfacharyana.org.in

E-Tender

Sr.No.	Description		
1.	Name of Department.	Small Farmer Agri Business Consortium Haryana, Panchkula	
2.	Name of Work	Construction of SFACH office Building in the Premises of Horticulture Department Udhyan Bhawan Sector-21, Panchkula.	
		Date	**Time**
3.	Closing date of tender document submission	30.12.2019	1:00 AM
4.	Opening of Technical bid	30.12.2019	03:30 PM
5.	Opening of Financial bid	30.12.2019	04:30 PM
6.	EMD	Rs. 25,000/-	During submission of bid documents.
7.	Web site of bid submission	etenders.hry.nic.in	
8.	Nodal Officer	Dr. Ranbir Singh (JDH/SFACH) Contact No. 0172-2581322	
9.	Tender Reference No.	HORT/77	

The detailed term and conditions specified in the Tender Documents would be available on e-Tender Portal i.e. **etenders.hry.nic.in** on 24.12.2019 from 11:00 AM onwards.

Managing Director,
SFACH, Panchkula.

SECTION 2

INSTRUCTION TO BIDDERS ON ELECTRONIC TENDERING SYSTEM

2. INSTRUCTIONS TO BIDDER ON ELECTRONIC TENDERING SYSTEM

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

2.1 Registration of bidders on e-Procurement Portal:-

All the bidders intending to participate in the tenders processed online are required to getregistered on the centralized e-Procurement Portal i.e. **etenders.hry.nic.in.** Please visit the website for more details.

2.2 Obtaining a Digital Certificate:

a. The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

b. A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazette Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – https://haryanaeprocurement.gov.in.

c. The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate form.

d. Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during time of bid preparation stage. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).

e. In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

f. In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

g. The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

2.3 Opening of an Electronic Payment Account:

For purchasing the tender documents online, bidders are required to pay the tender documents fees through bank draft in favour of MD SFACH Panchkula please refer to the Home page of the e-tendering Portal **etenders.hry.nic.in**

2.4 Pre-requisites for online bidding:

In order to bid online on the portal **etenders.hry.nic.in**the user machine must be updated with the latest Java & DC setup. The link for downloading latest java applet & DC setup are available on the Home page of the e-tendering Portal.

2.5 Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the D.N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at **etenders.hry.nic.in**

2.6 Download of Tender Documents:

The tender documents can be downloaded from the e-Procurement portal **etenders.hry.nic.in**

2.7 Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

2.8 Bid Preparation (Qualification & Financial) Payment of Tender Document Fee, eService fee, EMDin shape of bank draft.

2.8.1 The payment for Tender document fee, eService Fee & EMDmust be done through demand draft in favour of MD SFACH Panchkula.

a. The bidder shall upload the copy of demand draft with technical bid documents.
b. The bidders shall upload their technical offer containing documents, qualifying criteria, technical specification, schedule of deliveries, and all other terms and conditions except the rates (price bid).
c. The bidders shall quote the prices in price bid format.
d. If bidder fails to complete the Online Bid Preparation & Submission stage on the stipulated date and time, his/hers bid will be considered as bid not submitted and hence not appear during tender opening stage.
e. Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online tenders at the portal **etenders.hry.nic.in**
f. For help manual please refer to the Home Page of the e-Procurement website at **etenders.hry.nic.in** and click on the available link „ How to .. ?" to download the file.

2.9 Guideline for Payments in e-tendering

2.9.1 Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing). Bidder shall proceed to select the tender he is interested in. On the respective Department's page in the e-tendering portal, the Bidder would have following options to make payment for tender document & EMD:

A - Demand Draft

2.9.2 The bidder would remit the funds at least T + 1 day (Transaction + One day) in advance to the last day and make the payment through demand draft.

2.10PAYMENT OF TENDER DOCUMENT FEE AND EMD:

2.10.1 The Bidders shall have to pay for the Tender documents, EMD& e-Service Fee through bank draft in favour of MD SFACH Panchkula.

2.10.2 The Bidders can submit their tender documents (Online) as per the dates mentioned in important information.

2.10.3 The bidders have to complete "Bid Preparation & Submission" stage on scheduled time as mentioned above. If any bidder failed to complete his/her aforesaid stage in the stipulated online time schedule for this stage, his/her bid status will be considered as "bid not submitted''.

2.10.4 Bidder must confirm & check his/her bid status after completion of his/her all activities for e-bidding.

2.10.5 Bidder can rework on his/her bids even after completion of ''Bid Preparation &submission stage'' (Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Bidder Stage.

Note:-Further for any clarification on process for e-tendering, the bidders are requested to contact the service

provider at the following:-

M/s Next Tender (India) Pvt. Ltd.
O/o DGS&D Haryana,
SCO-9,IInd Floor,
Sector-16,Panchkula– 134108
E-mail: chnadigarh@nexttender.com
Helpdesk No. 1800 180 2097 (Toll free)

SECTION 3

SCOPE OF WORK

Scope of Work

1. SITE CLEARANCE

1.1 Earth work shall be carried out and finished in accordance with the approved drawings or as ordered by the officer-in-charge. Before placing the earth fill, the surface area of ground that will be covered by earthwork shall be cleared and the surface of shall then be ploughed over, if required.

1.2 Unless otherwise specified herein after all surplus spoil/excavated earth shall be removed to a distance not exceeding 30 m and deposited leveled at a point as directed by authority. The unit rate of Schedule of works shall be inclusive of this and no extra shall be admissible on this account**.**

2. EXECUTION OF WORKS

The works shall be executed in a workman like manner and to the entire satisfaction in all respect of the Site Engineer/In-charge. The excavation for the work against this contract shall be excavation in ordinary soil In case of any other hard strata is obtained at site the contractor shall be paid extra at the HSR rate plus prevailing premium upto the date of acceptance of tender.

3. EXCAVATION IN FOUNDATION

3.1 Foundation trenches shall be excavated to the exact width of the foundation.

3.2 In case the excavation is made deeper or wider than shown in the approved drawings, the Contractor shall fill up at his own expense the extra depth or width with concrete or coarse sand as the engineer-in-charge may direct.

3.3 The bottom of the foundation trenches shall be perfectly leveled both longitudinally and transversely and on completion shall be slightly watered and well rammed.

4. MATERIAL

4.1 CEMENT

Cement will not be issued by the department. Ordinary Portland cement conforming to the requirement of Indian standard 8112-1989 bearing the ISI certification mark produced/manufactured and marketed by the reputed manufacturers (excluding mini-plants) holding valid license for use of ISI/BIS certification mark shall be used for which necessary proof in the form of a certificate from the manufacturer shall be furnished by the Contracting agency.

4.1.1 STORAGE OF CEMENT

All cement shall be stored at the work site to the satisfaction of the officer-in-charge. The cement shall be stored and stacked properly at site. The contractor shall make a store at the site with proper locking arrangements. The cement shall be stored on wooden dumerage blocks/ platform above ground level and shall be covered with polythene sheet/Tarpaulins.

4.1.2 TESTING OF CEMENT

The contractor shall submit the original test certificate along with the test sheet giving the test sheer and result of each physical tests as applicable with each consignment. If required the authority shall got test the cement from approved laboratory. The cost of this test will be borne by the contractor.

4.1.3 DOCUMENTATION

The contractor shall submit original vouchers from the manufacturer to the total quantity of cement supplied for each consignment received at the work site and shall be inspected by the Authority. Actual day today Cement Consumption register will be maintained at site and the quantity of total cement received shall be recorded in cement consumption register along with particulars of vouchers. The daily consumption Register shall be signed by the contractor and the representative of department daily in the evening.

4.2 **WATER**

Water to be used for mixing and curing shall be clean free from in furious amounts of oil, acids, salts and other organic materials. The pH value of water shall be generally not less than 6.

4.3 **COURSE AGGREGATE**

Aggregate for all concrete shall be mechanically crushed graded stone aggregate confirming to IS-383 of 1970 free from deleterious materials.

4.3.1 GRADING OF COURSE AGGRIGATES

a.	For all reinforced/plain cement concrete of thickness up to 25 mm or below	12.5 mm graded
b.	over 25 thick	20.00 mm graded
c.	for plain cement concrete over 25mm and under 75mm thick	20.00 mm graded
d.	but 75 mm thick and above	40.00 mm graded

4.4 **FINE AGGREGATE**

The fine aggregate for all cement work shall be from naturally river bed or quarry sand/stone dust free from slit and other impurities conforming to IIS 383-1980 and of Grade Zone III of ISI. The sand for all RCC work shall be washed (except stone dust) before incorporating in the work. Sand shall be stacked on wooden or brick or mud plastered platform and shall be so stored as to be adequately protected from any admixture or clay dust or foreign matter.

5. BRICKS/ BRICK MASONRY

5.1 1st class well burnt brick measuring 22.86 cm. x 11.11 cm x 6.83cm. made from good earth free from saline deposits, free from flaws cracks, chips, stones, modules or lime or kankar and other blemishes, regular and uniform in shape & size, homogenous in texture and emitting a clear ringing sound on being struck shall be uses.

5.2 The bricks shall be properly stacked at the work site. No stacks of bricks shall contain any pilla, under burnt bricks and any rejected bricks. Such bricks carted to site shall be separately stacked and removed from the work site immediately.

5.3 Bricks shall be soaked in potable steel tanks at least two hour before use so that they shall not absorb moisture from the mortar. Bricks shall be placed in the tanks by hand, one at a time and not thrown. The soaked bricks shall be placed on wooden

planks to avoid earth being smeared on them. These bricks shall be kept moist by sprinkling water on them till they are actually consumed.

6. CEMENT CONCRETE

6.1 MIXTURE OF CONCRETE

6.1.1 Cement concrete shall be prepared by mixing the ingredients of approved specifications in the specified proportions in a mechanical mixer. The measured quantity of the coarse aggregate, fine aggregate and cement for one batch, which shall not exceed the rated capacity of the mixer, shall be poured into the drum of the mixer while it is revolving. The water shall be added slowly upto the required quantity as per the desired consistency.

6.1.2 Mixing of each batch shall be continued for at least two minutes in the drum and entire contents of the drum shall be discharged before recharging.

6.1.3 Where-ever brick ballast is used it shall be broken to the size specified from 1st class or 2nd class bricks or their bats or from dense over burnt bricks and it shall be so asked by heavily sprinkling water for three hours before cement and sand is added.

6.2 PLACING OF CONCRETE

6.2.1 Concrete shall be placed in its final position as early as possible and shall be rod or tamped to ensure that no hollow places are left. Such tamping shall be completed within 30 minutes of adding water to the cement.

6.2.2 The concrete shall in no case be dropped, shot or tripped from a height greater than 1.20 meters to prevent segregation of coarse aggregate and mortar

6.3 COMPACTION

Consolidation and compaction of concrete shall be done with approved mechanical vibrator except location where rodding and tamping is permitted by the site-in-charge.

6.4 CURING

Curing of all concrete work (plain/RCC work) shall be carried out as per IS 456-2000

6.5 FINISHING TO EXPOSED SURFACE OF CONCRETE

6.5.1 Exposed surfaces of R.C.C floors/R.C.C slabs and sides of Slabs/Beams stair case soffits/sides and sides of shelves, Chhajas, columns etc. which are not continuous with adjoining plastered surfaces will be finished with thin layer of 10mm thick plaster in CM 1:3 finished fair and even. The cost of plaster shall be paid extra under appropriate item of Schedule.

6.5.2 Exposed surfaces of beams, columns, lintels] bands etc. which are continuous with plastered surfaces of wall shall be plastered in the manner as that for adjoining walls plastered.

6.5.3 If thickness of plaster in cement mortar 1:3 as specified above in clause 3.11 is required to be increased to excess of 10mm to achieve fair and even surfaces, it shall be provided by the contractor without any extra cost and same shall be deemed to have been included in rate quoted by contractor against items of concrete work of schedule of works.

6.6 **SAMPELING AND TESTING OF MATERIAL**

The tests of concrete shall be carried out as per clause 15 on Page 29 of IS 456-2000. Tests of cubes of compressive strength Test at 7 days and 28 days shall be carried out from approved laboratory.

7. BRICK MASONRY

7.1 Bricks shall be laid in English Bond with frogs upward.

7.2 Half or cut bricks shall not be used except where necessary to complete the Bond.

7.3 All horizontal joints shall be parallel and truly level. All vertical joints shall be truly vertical and shall come directly over one another in alternate course. The thickness of the joints shall be 6.25 mm and shall not exceed 9.4 mm.

7.4 All brick work shall be taken up truly plumb unless otherwise required in the drawing.

7.5 Proper scaffolding shall be provided wherever required and the contractor shall be solely responsible for the safety for the work and the labour.

7.6 Brick work shall be protected from rain by suitable covering while it is green. Later on, it shall be kept moist on all the faces for a period of two weeks.

7.7 The brick masonry for one brick thick wall and above shall be in cm 1:6 unless otherwise specified for. Mixing of mortar shall be done preferably in mechanical mixer. If the mixer is mixed by hand mixing, it should be mixed on pucca platform properly.

7.8 **Brick work in half brick wall:** Material like brick, sand and cement shall be as per clause 4.1 of Section-III. The brick work shall be in cm 1:4 reinforced with two nos. 6mm dia bars after every fourth course of brick work. The rate of half brick wall shall be inclusive of reinforcement.

8. RECORD OF CONSUMPTION OF CEMENT

8.1 The contractor shall maintain register with numbered pages.

8.2 All pages shall be initialed by Site Engineer/In-charge against entries showing quantities of cement received, incorporated in the work and balance at the end of each day. The form of record shall be as approved by Site Engineer/In-charge.

8.3 The register shall be kept at site in safe custody of the contractor's representative during the progress of the work and shall be produced on demand for verification to the inspecting officer (s). On completion of the work the contractor shall deposit the cement register with the Site Engineer/In-charge for record.

9. REINFORCED CEMENT CONCRETE

9.1 For reinforcement Fe-500, TMT Steel Bars conforming to IS: 1786 TMT Steel Bar of company TISCO, SAIL, RNL or IISCO will be permitted. Incase steel of the above companies is not available the FE- 500, TMT steel of companies other than above with ISI mark can be allowed by the Site Engineer/in-charge and deduction of Rs. 5000/- per MT will be made or at the rates revised from time to time.

9.2 Ordinary Portland Cement as per specifications mentioned at Para 5.6 above shall be used.

9.3 Fine aggregate of approved specifications having fineness modulus from 2.50 to 3.50 shall be used after proper screening.

9.4 Course aggregate of specified grading and specifications free from any harmful material that may affect adversely the strength or the durability of the concrete shall be used.

9.5 The concrete shall be prepared by machine mixing and properly compacted by using mechanical vibrator. The intensity and duration of vibration shall be sufficient to cause complete settlement and compaction without any stratification of the successive layer or separation of ingredients. Vibration shall be continued only until the concrete is thoroughly compacted and the voids filled as indicated by the appearance of mortar at the exposed surface or at faces of contact with forms. Over vibration shall be avoided. The process of vibration shall be completed within 30 minutes of adding water to the cement.

9.6 Nothing extra shall be payable to the contractor on account of mechanical mixing or vibration.

9.7 The quantity of water to be used for preparing the mix shall be determined by making field tests for slump. The slump shall be kept from 25 mm to 40 mm.

9.8 Reinforcement Bars shall be bent cold, correctly and accurately to the size and shape as shown on the detailed drawings or as directed by the Engineer-in-charge. Preferably bars o full length shall be used. Over lapping or welding of bars, where necessary, shall be done as per IS 456-1978 or as directed by the Engineer-in-charge. The overlaps shall be staggered for different bars and located at joints along the span where neither shear nor bending moment is maximum.

9.9 In case of mild steel, the ends of rods shall be bent as per approved design. The reinforcement shall be given adequate concrete cover as per approved design or as directed by the Engineer-in-charge. The measurement shall be done in meters correct to two decimal places and weight computed in kilogram correct to two places of decimals. The table no XVI (VI) of Haryana P.W.D. specifications 1990.

9.10 Approved laps and hooks shall only be measured and paid for. Construction joints shall be provided as shown in the approved drawing or as directed the Engineer-in-charge.

9.11 Concreting shall be carried out continuously upto the construction joints the position and details of which shall be as shown in structural drawing or as directed by the Engineer-in-charge.

9.12 The concrete as laid shall be carefully protected during the period of curing from the extremes of weather and temperature and from unequal or too rain curing. It shall be kept thoroughly wet during this period. The period of curing shall be 28 days or as directed by the Engineer-in-charge. The method of keeping the work we shall be such as to make it impossible for the concrete to dry between the periods of wetting.

10. P.C.C COPING AND BED BLOCKS

P.C.C for P.C.C coping and bed block shall be P.C.C 1:2:4using 20m graded stone aggregate. The rate quoted by the contractor shall be inclusive of necessary form work.

11. PLATFORM FOR RAIN WATER PIPE

P.C.C platform of size 75cmx60cmx75mm thick shall be of P.C.C 1::4 laid over 75mm thick hard core of stone aggregate.

12. WORKMANSHIP

Surfaces of wood work and joinery in contact with or embedded concrete or brick work shall be clean sawn. All other surfaces of wood work and joinery shall be written on all faces.

13. STEEL REINFORCEMENT

Reinforcement for all concrete work shall be Mild Steel Deformed Bars of High Strength Deformed bars produced by Thermo mechanical Treatment process (TMT). Reinforcement shall be fabricated and placed in position at site duly tied with 0.9mm dia mild steel annealed wire.

14. PROCUREMENT OF STEEL

14.1 The steel for reinforcement shall be procured from main producer or secondary producers such as Tata Steel, SAIL and ISSCO. It may be procured of any other make with the prior approval of the competent Authority.

14.2 The contractor shall submit the purchase vouchers along with test certificates in original for each consignment. If necessary, the authority can get the steel tested from any laboratory and the cost of such testing shall be borne by the Contractor.

15. PLASTERING

15.1 External plaster wherever indicated shall be mixed with 3% by weight of cement and approved water proofing compound as per manufacturer instructions.

15.2 The mix of plaster shall be trowel to a smooth and even surface without using extra cement.

15.3 The thickness of plaster mentioned in schedule of works or hereinafter is finished thickness exclusive of dubbing coat.

15.4 Plastering and dubbing coat shall, however be done in one operation with plaster.

15.5 The rate quoted by the contractor for plaster shall deemed to be inclusive of dubbing on rough surface of brick work and no extra shall be admissible.

16. MATERIAL FOR PLASTER

16.1 Cement shall be as specified for concrete work.

16.2 Sand for plastering shall be locally river bed sand or quarry sand free from silt and of grading as per IS 1542-197.

16.3 The sand shall be free from harmful impurities such as alkalis, salts and mi

16.4 **OIL BOUND DISTEMPER/ACYILIC EMULSION PAINT**

16.4.1 The surfaces shall be cleaned of dust efflorescence, grease etc.

16.4.2 The surface shall be sand prepared with abrasive paper.

16.4.3 The surface shall than be treated with a coat of cement primer over cement base ready mixed with resistance wall putty of approved make and the surface be smoothened again with sand paper. The surface so prepared shall be treated with three coats of oil bound distemper or acrylic emulsion of approved make.

16.5 **WASHABLE WATER PROOF PAINT ON EXTERNAL SURFACES**

16.5.1 The external surfaces of wall, Terracotta tiles and RCC surface shall be cleaned of dust foreign Material and smoothened with sand paper.

16.5.2 The surface shall then be treated with a coat of cement primer over cement base ready mixed with water resistance wall putty of approved make and the surface be smoothed again with sand paper.

16.5.3 The surface so prepared shall be treated with two coats of water proof paint of approved make to even and uniform surface. If required addition coat be provided to give uniform surface.

17. PAINTS QUALITY AND APPLICATION

All synthetic enamel and emulsion paint shall be of1st quality of standard make i.e., Nerolac, Burger, Asian, Johnson & Nicholson. The paint shall be done in three coats i.e. two (under & finishing coat) of synthetic paint over a coat of primer of same brand on wooded surfaces and a coat of red oxide on steel surfaces. The surface of wood or steel shall be dry, free from dust and cleaned off any other foreign matter, scrapped/sanded thoroughly before applying primer.

Providing and fixing Aluminum work for door, window, ventilator and partition with extruded built up standard tubular section/ appropriate z-section and other section of approved make confirming to IS: 733 and IS: 1285, with dash fastener of required dia and size including necessary filling up the gaps junctions, i.e. at top, bottom and side with required EPDM, rubber/neoprene gasket etc. Aluminum section shall be smooth, rust free, straight, mitrered, and jointed mechanically wherever required including cleat angle, Aluminum, snap biding for glazing/paneling, CP. Brass/stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. Tilt-able tower extension ladder adjustable at any desired working with platform, in 2 folds model made out of aluminum 'C' section of size 66mm x 31mm x 3mm approx thick and Rungs made out of Aluminum pipe of 28.25 mm dia aluminum fluited pipe mounted of M.S. Trolley of size 6 feet x 4 feet made out of M.S Channel of Size 100 mm x 50mm x 5mm aprox and angle of size 50mm x 50mm x 5mm with 4 Nos. solid rubber wheels of size 300mm. Ladder is also equipped with tested steel wire rope of size 8 mm dia with 2 Nos. winch machine a capacity 0.5 Mt each and ladder should be with safety lock of LM-6 and fastener used are dip galvanized.

Ladder is also provided with a platform and tool tray.

Size: working Height from ground level - 28 feet

<u>Closed height - 16 feet</u>

Signature of Contractor **Authorized Signatory**

SECTION 4

ELIGIBILITY CRITERIA

4. ELIGIBILITY CRITERIA

4.1 The bidder shall be registered/enlistedwith competent authority in Haryana State viz. PWD, HSAMB, Panchayat Department, Tourism Department, Board and Corporation etc. and fulfilling all tax laws.

4.2 The average turnover of the bidder shall be Rs. 15.00 lakh, during the year 2018-19 (the proof of turnover is required).

4.3 Firm/company/bidder shall be ineligible for participation in the bid, if declared by Govt. of Haryana as ineligible due to corrupt, fraudulent or any other unethical business practices during the period for which such ineligibility is declared.

4.4 Breach of general or specific instructions for bidding, general and special conditions of contract with Govt. of Haryana may attract a proceeding to declare a firm/company ineligible for a certain period or certain number of consecutive tender calls

4.5 The Bidder must possess one year experience, strength and capabilities in providing the services necessary to meet the requirements as described in this tender Document. The Bidder must also possess the administrative capability, technical know-how and the financial where with that would be required to successfully undertake the Project for the entire period.

4.6 **Non-responsiveness of bid document**

Any Bidder not meeting even one of the qualification criteria as mentioned below shall be summarily rejected. The Bidders shall have to enclose documentary evidence for fulfilling the Eligibility criteria in the Technical Bid.

S.N	Clause	
1	Processing fee for tender document	• The payment for tender document fee INR 1000/- (Rs. One Thousand only) and • E-Service fee INR 1000/- (Non-refundable) by eligible bidders/contractors online directly through Debit cards & Internet banking accounts (**Total fee of Rs. 2000/- to be deposited in one transaction).**
2	Earnest Money Deposit (EMD)	EMD of Rs.25,000/- during bidding through demand draft
3	Necessary Documents	Attachment of documents as per checklist.

4.7 Check List of Necessary Documents

S.N.	Name of document	Type of document/checklist
1	Proof of working experience of one year, proof of work completion to be attached.	Attached/not attached
2	Proof of turnover for one year as per bid document, balance sheet to be attached.	Attached/not attached
3	Copy of enlistment with competent authority in Haryana State	Attached/not attached
4	Copy of GST No. of firm	Attached/not attached
5	Copy of PAN No.	Attached/not attached
6	EMD	Attached/not attached

4.8 In case of lacking valid documents in technical evaluation, the firm shall be asked to submit the same within two (2) days through e-mail failing which the firm cannot be entertained/considered. The three days shall be counted from the date of email sent by the Department.

4.9 Any bidder fails to meet the above stated Qualification criteria shall be summarily rejected and will not be considered for Financial Evaluation.

SECTION 5

GENERAL INSTRUCTIONS, BID PREPARATION AND SUBMISSION

5. GENERAL INSTRUCTIONS

5.1 Managing Director, SFACH Panchkula intends to invite sealed tenders on agreement basis/item rate basis for the works as specified in Annexure-B.

5.2 The work under this contract shall be carried out in accordance with Schedule of rates, the particular specification, drawings and as per provision and specifications of Haryana PWD HSR.

5.3 General rules, specifications, special conditions and all preambles in the Haryana Schedule of Rates shall be deemed to apply to the works under this contract. In case of any discrepancy the provisions in these documents shall take precedence over the aforesaid provisions in the Haryana Schedule of rates amended from time to time upto date of acceptance of tender. It is also made clear here that all the conditions of contract form applicable in Haryana PWD shall be applicable to the contract in addition to special condition and particular specifications mentioned here in after and contractor shall have no claim on this account what so ever may be.

5.4 Interested eligible bidders can obtain any further information from the office of SFACH on any working day.

5.5 The bids shall be evaluated by a committee to be constituted by Managing Director, SFACH Panchkula. The committee will evaluate bid on the basis of the criteria set out in this tender document in order to identify the successful bidder (hereinafter referred to as Successful bidder).

5.6 The successful bidder so selected shall enter into a contractual agreement and perform the obligations as stipulated in the agreement.

5.7 Detailed terms and conditions as well as the technical specifications for all the items as indicated in the bid documents shall be the basis for the quotation.

5.8 Managing Director, SFACH Panchkula shall not take the responsibility for any delay in the receipt of bidding document if it is sent by post, courier etc.

5.9 The bids shall be opened in the presence of the bidders or their authorized representatives who choose to attend the said office.

5.10 Managing Director, SFACH at its sole discretion and without assigning any reason reserves the right to accept or reject any or all the bids.

5.11 Tender Committee also does not bind itself to accept the lowest bid.

5.12 In case any date happens to be holiday, the next working day shall be treated as bid date.

5.13 Site Visit

a. The bidder shall contact the Engineer-in Charge for the purpose of inspection of site and relevant documents other than those sent herewith, who will give reasonable facilities for this purpose. The tenderer shall also make themselves familiar with working conditions, accessibility of site, availability of materials and other cogent conditions which may affect their prices and the entire completion of work under this contract.

b. The tenderer shall be deemed to have visited the site and made themselves familiar with the working conditions, whether they actually inspect the site or not.

5.14 Language of tender

All documents relating to the tenders shall be in English.

5.15 Contract price

a. The contract price shall be for the whole work based on the priced bill of quantities submitted by the Contractor/Agency.

b. The Contractor/Agency shall fill the rates and prices for all the items in the works described in the bill of quantities. Items for which no rate or price is entered by the Contractor/Agency will not be paid by the Engineer when executed and shall be deemed covered by other rates and price in bill of quantities. Corrections, if any, shall be made by crossing out and initialing with date and rewriting.
c. The rates and prices quoted by the contractor shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
d. No escalation clause shall be applicable under normal circumstances during contract period unless the period of tender is extended beyond the contract period or 1 year, whichever is later, due to reasons not attributable to the contractor. In such a case escalation will be paid @ 1% per quarter, on the value of work being executed in the extended period only.

5.16 Award of contract

Managing Director, SFACH Panchkula will award the contract to the Contractor/agency whose tender has been determined to be substantially responsive to the tender documents and who has attained the lowest evaluated tender price provided that such contractor has been determined to be eligible in accordance with the provision of the terms and conditions of the tender documents.

Signature of Contractor **Authorized Signatory**

Conditions of Contract

1. CONTRACTUAL AGREEMENT

The successful bidder shall execute the contractual agreement with Managing Director SFACH within the period to be specified in EOI/Tender or within such other time frame as decided by Managing Director SFACH, Panchkula.

COMPLETION OF WORK

This schedule comprises of items of work for the entire work covered under this contract shall be completed within two month from the date of handing over site. Site for execution of work will be available as soon as the work is ordered to contractor.

2. SECURITY DEPOSIT

2.1. The person whose tender is accepted shall permit to SFACH to deduct security@ 5% on gross amount of each running bill.The amount of earnest money will be adjustedat the time of making payment of 1st Running Bill. The Security deposit @ 5% of contract value deposited by the contractor shall be retained for a period of Six month from the date of acceptance of the contract.

2.2. In addition 5% of total amount of work done paid in advance till date will be kept reserve as retention money. 50% of the retention money will be repaid to the Contractor with final bill and balance 50% will be paid on expiry of Defects liability period on the certificate duly furnished by site engineer/in-charge that all Defects notified by the Engineer have been corrected.

3. COMPENSATION

3.1. The contractor shall not be entitled to compensation to the extent that the interest of the Department is adversely affected by the contractor.

3.2. The engineer instructs to uncover or to carry out additional test upon works which is then found to have no effect then contractor is entitled to compensation.

3.3. Subject to other provisions contained in the contract document, the Engineer in charge may without prejudice to his any other right or remedy against the contractor in respect of any delay, inferior workmanship, any claim for damage and/or any other provision of his contract or otherwise and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract.

4. PENALTY CLAUSE

4.1. If the contractor fails to maintain the required progress or to complete the work or part thereof within stipulated period of completion from the date of commencement as prescribed in the work order, then the amount of liquidated damage for the whole work is 1% per week of the contract value of items or group of items of work for which a separate period of completion is given, subject to the maximum of 10% of total value of contract. For this purpose the "contract value" shall be the value at contract rates of the work as actually ordered including all additional or increased amount of work for which a separate period of completion is given.

4.2. When the delay is not a full week or in multiples of a week but involves a fraction of a week the penalty / compensation payable for that fraction shall be proportional to the number of days involved.

5. FORFIETED OF EARNEST MONEY AND SECURITY DEPOSITS

5.1 In case there is fundamental breach of contract/ agreement by the contractor as per contract condition, the security deposit deposited with the department will be forfeited.

5.2 In case contractor fails to rectify the defects noticed during defect Liability period even after issue of notice by the competent authority within specified time intimated by site Engineer / in- charge, the security deposit deposited with the department will be forfeited.

6. PAYMENTS

6.1. Contractor may at intervals of not less than 20 days submit details of work done for payment of advances on account of work done and of material delivered at site in connection with work to be executed.

6.2. The contractor shall be entitled to be paid in respect of such claims on the basis of work executed at site after measurement is taken by engineer in-charge in his MB.

6.3. The amount shall be paid after necessary deduction as per rule. 5% of amount of the 1st Running bill will be kept reserved as retention money in addition to the security deposited by contractor.

7. PAYMENT OF FINAL BILL

The final bill shall be paid to the contractor after physical completion of work to the satisfaction of Competent Authority. No further claims shall be made by the contractor after submission of a final bill and these shall be deemed to have been waived and extinguished. The contractor shall be entitled to be paid the full measured value of work executed under the contract, less the value of payments made on account of any charges to be preferred under the conditions of contracts for steel, water, cement etc.

8. REFUND/RELEASE OF SECURITY DEPOSIT AND RETENTION MONEY

8.1. The Security Deposit mentioned in condition 2 above may be refunded to the contractor on the expiry of defects liability period. A certificate to this effect will be furnished by the Site Engineer/In-charge that the contractor shall first have been paid the final bill and have rendered No-Demand Certificate.

8.2. The amount @5% of each bill retained as retention money shall be released to the contractor as:

a. 50% along with the final bill
b. Balance 50% along with refund of security after expiry of defect liability period.

9. DEFECTS LIABILITY PERIOD

9.1. The contractor shall be responsible for rectifying any defective work or portion of work for a period of three month from the date of completion of work.

9.2. The defects noticed during the maintenance period i.e. three monthshall be intimated to the contractor by the Site Engineer/In-charge in writing and shall be rectified by the contractor within 30 days from the date of receipt of notice.

9.3. If the contractor fails to rectify the defects within 30 days from the date of issue of letter, the defects shall be got rectified at his risk and cost, the expenditure so incurred on rectifying of defects shall recovered from the security deposit.

9.4. The defect liability period can be extended as long as the defect notified to the contractor is not rectified within the specified time limit decided by the competent authority to the contractor

10. EMPLOYMENT OF LABOUR AND MINIMUM WAGES PAYABLE

10.1. The Contractor shall employed labours in sufficient number to maintain the rate of progress and quality to ensure workmanship of the degree required by the specifications and to the satisfaction of Managing Director SFACH and Site Engineer/In-charge.

10.2. The contractor shall remain liable for the payment of all wages or other payments to his work people or employees under the Payment of Wages Act 1936, Minimum Wages Act 1948,

Employer's Liability Act 1938, AND Workman's Compensation Act 1923 or any other Act enactments relating thereto and rules framed there under from time to time.

10.3. The contractor shall work only as and during the hours of a working day unless he obtains the prior written approval of the Site Engineer/In-charge to do works other than working hours. If such approval is given then no liability in respect of any excess arising there shall be incurred by Govt.

10.4. The contractor shall not employ any person in connection with the works who has not completed fifteen years of age.

10.5. The contractor shall at his own expense arrange all the safety measures as per safety code of Haryana Govt. and shall provide all formalities at his own expense to the entire satisfaction of Site Engineer/In-charge. On his failure to do so, the Site Engineer/In-charge shall be entitled to provide the same and recover the cost so incurred from the contractor.

10.6. Contractor shall employ only Indian Nationals after verifying their antecedents and loyalty. The contractor shall on demand by the Authorities shall submit list of his agents, employees and work people concerned and shall satisfy the Authorities as to the bona-fides of such people.

10.7. The contractor and his agents, employees and work people shall observe all the rules promulgated by the authority controlling the area in which the work is to be carried out e.g. prohibition of smoking and lighting, fire precautions, search of persons on entry or exit, keeping to specific routes observing specified timing etc. Nothing extra shall be admissible for any man power lost on this account.

10.8. The Contractor shall not withstanding the provisions of any contract to the contrary, to pay the fair wage or minimum wage fixed under Minimum Wages Act whichever is higher to laborer indirectly engaged on the work.

10.9. Managing Director SFACH shall have the right to deduct the amount required or estimated to be required for making payment to the laborer as per norms of Minimum Wages Act from the dues of the contractor.

11. The Regulations aforesaid shall be deemed to be part of this contract and breach there of shall be breach of contract.

12. If the engineer/in-charge asks the contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons thereof, the contractor shall ensure that the person leaves the site within 3 days and has no further connection with the work in the contract.

13. TIME DELAY AND EXTENSION OF TIME

13.1. The time is the essence of the contract and is specified in contract documents or in each work order. The work under this contract or any work order shall be completed within the specified period.

13.2. As soon as possible after the contract is executed or any substantial work order is placed the work be started. The contractor shall agree upon time and progress chart. The chart shall be prepared in direct relation to the time stated in the contract documents or the work order for completion of work under the contract or part there-of. The work order placed on the contractor shall indicate the forecast date of commencement and completion of the work under the contract or the section of work. The dates shall be amended as may be required by agreement between Managing Director SFACH, Panchkula and contractor within the limitation of time imposed in the contract documents or work order, in case the work is delayed due to following reason:-

ii. By force majeure;
iii. By reason of abnormally bad weather
iv. By reason of serious loss or damage by fire
v. By reasons of Civil Commotion, local combination of workman strike or Lock-out, transport strike, affecting any of the trades employed on the work.
vi. By reason of any other cause beyond the Contractor's control.

13.3. In any such case the officer hereinafter mentioned may make fair and reasonable extension in the completion dates of work, of individual items or group of items of works for which

separate period of completion or mentioned in the contract document or work order as applicable.

13.4. Upon the happening of any such event causing delay, the Contractor shall immediately but notlater than 30 days of the event, give notice thereof in writing to Managing Director SFACH. But shall nevertheless use constantly his best endeavor to prevent or make good delay and shall do all that may reasonably be required for the completion of work. Extension of time shall be granted by the Managing Director SFACH after satisfying himself for a period he find reasonable.

13.5. Extension of time, as granted above shall be communicated to the contractor in writing and shall be final and binding.

13.6. While granting extension in time limit all the factors such as increase in scope of work and unforeseen causes as per clause 13.2(I-v) above will be counted for and only twice extension may be considered under all circumstance.

13.7. Even though the work is not completed by agency, then it is liable to pay the requisite penalty as per clause 4 of Condition of Contract.

13.8. No claim in respect of compensation or otherwise, what so ever or otherwise, as a result of extension of time granted above shall be admissible.

14. PRICING OF ADDITIONAL UNFORSEEN ITEMS

14.1. The schedule of works shall contain items for the construction, installation, testing and commissioning work to be done by the contractor.

14.2. The schedule of works is used to calculate the contractor's price. The contractor is paid for the quantities of the work done at the rate in schedule of works for each item.

14.3. If total cost of work exceed by more than 5% and individual quantity for any particular item exceed by more than 50% then further execution will be done on the already approved rates after approval by the competent/sanctioning authority.

14.4. Managing Director SFACH shall have the power to make any alterations, omissions or additions to or substitutions of the original specifications, drawings, designs and instructions that may appear to him to be necessary during the progress of the work.

14.5. The contractor shall carry out the work in accordance with the instructions which may be given to him in writing signed by the competent authority and any such alterations, omissions, additions or substitution work, which the Contractor may be directed to do in the manner, as specified above as part of the work, shall be carried out by the Contractor on the same conditions in all respects. The time for the completion of the work shall be extended in the proportionate to the cost of the altered, additional or substituted work and the decision of the competent authority shall be conclusive to such a proportion.

14.6. The rates for such altered, additional or substituted work under this clause shall be worked out in accordance with the following provisions in their respective orders.

15.6.01If the rates for the reduced, altered, additional or substituted work, are specified in the Schedule of works, the Contractor is bound to carry out all such alteration work at the same rates as are specified in the contract.

15.6.02 If the rates for the altered, additional or substituted work are not specifically provided in the Contract for the work, then such rates will be derived from the rates for a similar class of work as are specified in the Contract for work.

15.6.03 If the rates for the altered, additional or substituted work cannot be determined in the manner specified above, then the rates for such work/item shall be worked out on the basis of the Haryana Schedule of Rates plus/minus the percentage of the total tendered amount vis-à-vis the estimated cost of the entire work put to tender.

15.6.04If the rates for such work cannot be determined in any of the manner specified above, then the Contractor shall, within seven days of being ordered to carry out such alteration, addition of substitution, provide to the Engineer with a quotation for carrying out such work supported by an analysis of the rate or rates claimed. This will be carried out only after the approval of the Competent Authority. However, the Engineer by notice in writing will be at liberty to cancel his order to carry out such class of work and arrange to have it done in such a manner as he considers feasible. The contractor shall be paid 10% over and above as contractor's overhead charges.

14.7. **NON SCHEDULE ITEMS**: The items of work which are not contained in HSR but are required to be executed under the contract shall be priced on actual market rate including transportation, local taxes and Labor. The contractor shall be paid 10% over and above as contractor's overhead charges.

15. DEDUCTION OF TAXES AT SOURCE

All the taxes such as Income Tax, GST and Labour Cess shall be deducted on amount of work done at the rate as applicable from time to time. However for guidance presently Income Tax @ 2% and Labor Cass 1% of work done will be deducted at source and a certificate to this effect shall be issued to the contractor on demand.

16. RECORDS OF MEASUREMENT

16.1. The office incharge as deputed by Department shall ascertain and determinethe measurement & the value in accordance with the contract of work done**.**

16.2. The measurements of all items of work having financial value shall be entered in Measurement Book (MB) on the pattern of Haryana Govt. PWD B/R and payment shall be made to the contractor on the measurements recorded in Measurement Book signed by the officers authorized by Managing Director SFACH, Panchkula with date without any objection.

16.3. The contractor shall without extra charges, provide assistance with every appliance and other things necessary for measurement.

16.4. The officers authorized by Managing Director SFACH, Panchkula shall give reasonable notice in writing to the contractor of appointment for measurements.

17. COMPLETION CERTIFICATE:

17.1. On physical completion of work as per contract conditions, contractor shall inform in writing to this effect and construction committee constituted by the department will inspect the work according to specifications of contract along with contractor. The discrepancies/defects noticed by the construction committee will be informed to the contractor and completion certificate will be issued to the contractor only after the rectification of defects/ discrepancies so pointed out. The contractor shall complete these defects/ discrepancies with in fifteen days from the date of receipt of notice/ letter from the department to this effect.

17.2. If the contractor fails to rectify/complete the discrepancies/defects with in this period, the completion certificate will not be issued to the contractor & compensation as per clause 3 of Condition of the contract will be charged from the contractor and work will be got executed at his risk & cost.

18. PRECAUTIONS AGAINST RISKS

18.1. The contractor shall be responsible for making all protective measures and precautions to prevent any loss or damage to the manpower engaged and work at his own expense until the completed work is handed over to the Department.

18.2. The contractor shall solely responsible for works, materials, plant and all-things on the site during the progress of works. So he shall provide sufficient no of watchmen necessary for the protection of the material, machinery and work at site.

18.3. He shall take all reasonable and proper steps for protecting, securing, lighting and watching of all places on or about the works site which may be dangerous to any person whom so ever.

19. LAND FOR TEMPORARY WORKSHOP

No land will be allotted to contractor for workshop, stores and for labor camp. Contractor has to make his own arrangement for the same.

20. WATER

20.1. Water will not be supplied by the department for the execution of work and shall make his own arrangements. In case the contractor intends to use the water from Tube Well of Department, he will make his own arrangements tor transportation of water to site of work. The water will be issued to him on charges of Rs. 0.5 % amount of work done.

20.2. In case the supply of water is discontinued and insufficient supply of water the contractor shall make his own arrangements and the contractor shall not have any claim on this account.

21. ELECTRIC SUPPLY

Electricity supply shall not be supplied by the SFACH for carrying out whole or any part of the work and for light points. The Contractor shall make his own arrangement. The rate quoted by the contractor shall deem to be inclusive of this. However SFACH may identify the source point of light and electricity tariff shall be charged as per tariff framework to be decided mutually.

22. SAMPLING OF MATERIAL

a. The contractor shall at his own cost and expense provide all materials required for works under the contract.

b. All materials to be provided by the contractor shall be new and in conformity with specifications laid down in the contract and the contractor shall, if required by the Site Engineer/In-charge, furnish proof to the satisfaction of the Site Engineer/In-charge that the material so comply.

c. The contractor shall supply samples of material proposed to be used in the works to the Site Engineer/In-charge without any delay at his own cost and expense.

d. The Site Engineer/In-charge shall within seven days of supply of samples or within such period as he may require intimate to the contractor in writing whether samples are approved by him or not.

e. In case samples are not approved then the Contractor shall forthwith arrange to supply the fresh samples complying with the specifications laid down in the contract. The contractor shall not procure materials without approval of sample by the Site Engineer/In-charge.

f. The Site Engineer/In-charge shall have full powers to require removal of any or all of the materials brought at site by the contractor which are not in accordance with the specifications or do not confirm in character or quality to samples approved by him.

g. In case of default on the part of the contractor in removing rejected materials, the Site Engineer/In-charge shall be at liberty to remove the rejected material by other means at the contractor's expense and risk.

h. The Site Engineer/In-charge shall have full powers to require other proper materials to be substituted for rejected materials and in the event of the contractor refusing to comply with the instructions he may himself get substitute the material at the expenses of the contractor.

i. The Site Engineer/In-charge shall be entitled to have tests carried out as specified in the contract for any materials supplied by the contractor other than for which satisfactory proof

has already been furnished at the cost of contractor. The cost of material consumed in tests shall be borne by the contractor in all cases except when otherwise provided for.

j. Material and articles to be used in the work shall bear ISI Certification marks and only those shall be incorporated in the work irrespective of any other specifications specified elsewhere.

k. If such materials are not available in the market with ISI Certification mark then it shall be of superior quality/make and to be approved by the Site Engineer/In-charge before utilization at site.

l. The Contractor shall produce vouchers/invoices from the manufacturers and/ or their authorized agents for the full quantity of the following materials:-
   a) Water Proofing Compound
   b) Paints,
   c) Cement
   d) Steel-Structural and Steel for Re-enforcement.

23. STANDARD OF WORKMANSHIP

In order to achieve the acceptable standard of workmanship and layouts of fittings, fixtures etc. contractor shall lay a sample of each item of work on ground for the approval of competent authority complying with best quality.

24. EXCAVATION

Material of any kind obtained from excavation on the site shall remain the property of Government and shall be disposed of as per direction of Site Engineer/In-charge.

25. TERMINATION OF CONTRACT

a. The accepting officer may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to government, cancel the contract as a whole or only such work orders or items of work in default from the contract in the following cases:-

i. If the contractor

i. Makes default in commencing the work within a reasonable time from the date of handing over the site and continues in that state after a reasonable notice by MDSFACH.

ii. In the opinion of the MD, SFACH at any time, whether before or after the date or extended date for completion, makes default in proceeding with the works with due diligence and continues in that state after a reasonable notice from MD, SFACH.

iii. Fails to comply with any of the time and conditions of the contract or after reasonable notice in writing and orders properly issued there.

iv. Fails to complete the works, work order and items of works with individual dates for completion and clear the site on or before the date of completion.

v. If the contractor shall obtain a contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering.

b. Whenever the accepting officer exercises his authority to cancel the contract as a whole or in part under this condition, he may complete the work by any means at contractor's risk and cost. In the event of cost of completion after alternative arrangements finalized by the government to get work completed, estimated cost of completion being less than contract cost, the advantage shall accrue to the Government.

c. In case the cost of completion after alternative arrangements finalized by government to get the work completed exceeds the money due to contractor under the contract, the contractor shall either pay the excess amount or the same shall be recovered from the contractor by other mean.

d. In case excess cost is to be recovered the government shall also be at liberty to hold or retain materials, machinery and stores of all kind at site of the contractor. As they may think proper and may at any time sell any of the said material, machinery &stores and proceeds the sale towards the satisfaction of any loss which may arise from cancellation of the contract as aforesaid.

e. The Government shall also be at liberty to use the materials, machinery and other stores at site of the contractor to complete the work and contractor will be allowed the necessary credit for the same. The value of the material, store and the amount of credit for using the machinery belonging to the contractor shall be assessed by the department and will be credited to the contractor. The amount so assessed shall be final & binding on the contractor.

f. In case the Government completes or decides to compete the work or any part thereof under provision of this condition, the cost of such completion to be taken in to account in determining the excess cost to be charged to the contractor under this condition. This aspect shall consist of the cost or estimated cost of material purchased or required by the government as also the cost of contractor's material used with an addition of such percentage to cover the establishment charges as may be decided by the competent authority whose decision shall be final and binding.

g. If the Contract is terminated at the Engineer's convenience or because of fundamental breach of Contract by the by the department, the Engineer/site in-charge shall issue a certificate for the value of the work done including the reasonable cost of removal of equipment, repatriation of the Contractor's personnel employed solely on the works and the Contractor's cost of protecting and securing the works and less advance payment received up-to the date of the certificate.

26. TERMINATION OF CONTRACT FOR DEATH

Without prejudice to any of the right or remedies under the contract, of the contractor dies, the MD, SFACH shall have the option of terminating the contract without compensation to the contractor.

27. LAWS GOVERNING THE CONTRACT

This contract shall be governed by the Indian laws for the time being in force.

28. STORES TO BE ISSUED TO THE CONTRACTOR BY THE DEPARTMENT

No store shall be issued to the contractor by the departments under this contract. Contractor shall make his own arrangement for the stores required for completion of work under the contract.

29. DEVIATION LIMIT

The Deviation Limit for the contract shall be 15% of amount of contract, but any individual item under contract can be increased or decreased to the limit actually required at site with the prior approval of competent authority. The contractor shall have no claim on this account.

30. ARBITRATION

In the event of any unresolved dispute, the same may be settled through the arbitration proceedings as per Indian Arbitration & Conciliation Act 1996 (subject to latest amendments). An arbitrator shall be appointed with due consent of both the parties by competent authority.

31. DISPUTE SETTLEMENT

All disputes arising out of this tender and the subsequent contract shall be referred to the Court of Law and the Panchkula Court shall only have the jurisdiction to decide the matters according to the laws of India.

32. RE-HANDLING OF MATERIAL

Nothing extra shall be paid on account of re-handling of material, if involved, during execution of works under contract.

Any other item not covered here shall be executed strictly as per the approved design, drawing and specifications. For detailed specifications of various items of work, Haryana PWD specification, 1990 and relevant BIS/ISI codes shall be referred.

33. QUALITY CONTROL

1.1 The Engineer shall check the contractor's work and notify the contractor of any defect in the work. Such checking shall not affect the contractor's responsibility.

1.2 The Engineer may instruct the Contractor to search for a defect to uncover and test any work that the Engineer considers may be defective.

1.3 If the Engineer instructs the Contractor to carry out a test not specified in the specification to check the defect and the test shows that it has, the contractor shall pay for the test and any samples.

1.4 If there is no defect than the test shall be a Compensation Event, and the cost shall be borne by the department.

1.5 The engineer shall give notice to the Contractor of any defects before the end of the Defects Liability Period, the defects liability period shall be extended for as long as Defect remains to be corrected.

1.6 Whenever a notice of a Defect is given, the Contractor shall correct the notified defect within the length of time specified by the Engineer's notice.

34. UNCORRECTED DEFECTS

2.1 In the event of the Contractor failing to remove the Defects or remove the inferior quality material that the Contracted for within a period specified by the Engineer, the Contractor shall be liable to pay compensation.

2.2 It shall be determined by the Engineer depending on the nature of defect, provided that it shall not exceed the amount which will be required to set it right, by the Engineer himself or through an outside agency whichever is higher.

35. ESCALATION CLAUSE

No escalation clause shall be applicable under normal circumstances during contract period, unless the period of tender is extended beyond the contract period or one year whichever is later due to reason not attributed to the contractor. In such a case escalation will be paid one person per quarter in the value of work being executed in the extended period only.

36. BLACKLISTING OF FIRM

In addition to penalties described under breach of contract, constrictor will render liable for Blacklisting.

CONTRACTOR **AUTHORIZED SIGNATORY**

SECTION 6
TENDER OPENING, SELECTION, EVALUATION AND NOTES TO SCHEDULE OF WORK

6. BID EVALUATION PROCESS

6.1 Initial Scrutiny

i. All responsive Bids evaluated during technical evaluation will be considered for further evaluation and shall be considered for financial evaluation.

6.2 Bid Scrutiny

After initial Bid scrutiny, the bids shall be evaluated for

i. any suppression of details or incomplete information;

ii. subjective, conditional offers submitted without support documents as per the eligibility criteria;

iii. Evaluation criteria, non-compliance of any of the clauses stipulated in the Tender

6.3 Clarifications by SFACH

When deemed necessary, SFACHmay seek any clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted. During the course of Technical Bid evaluation, SFACHmay seek additional information or historical documents for verification to facilitate decision making. That has to be submitted by vendor within 3 days. In case the Bidder fails to comply with the requirements of SFACH as stated above, such Bids may at the discretion of SFACH shall be rejected as technically non-responsive.

6.4 Bid Evaluation

1) The bids will be evaluated on a 2-bid process i.e. technical and financial bid.
2) The first evaluation will be based on the Technical Bid, based on the documents submitted by the bidder.
3) The financial bid of only those bidders shall be opened, who will qualify the technical round.
4) Bidder shall be selected on the basis of least cost basis i.e. L-1 in the financial bid.
5) The e-Price Bids floated to vendors will be opened in the presence of the Technically Qualified Bidders who are present at Horticulture Department. The Bidders or their authorized representatives will be allowed to take part in the Price Bid Opening.
6) The Price Bid Evaluation shall include the total price including all taxes & duties. However, the breakup of the taxes & duties applicable will be as per the format given in the respective tender.
7) SFACHreserves the right not to accept lowest price, to reject any or all the tenders without assigning any reason, to relax or waive any of the conditions stipulated in the terms and conditions of tender as deemed necessary in the best interest of this Department for good and sufficient reasons.
8) Other Haryana Govt. policy/guidelines issued time to time regarding contract procedure would also be applicable during the contract period.

6.5 Technical and Financial Bid

1) The Financial Bid format as given in the Tender shall be filled.
2) The Technical Bid shall not contain any indications of the Price otherwise the Bid will be summarily rejected.
3) The bidders shall submit the details of make and model of the items offered against the tender requirement.
4) The bidder is required to submit a hard copy of the technical bid along with original Demand Draft as specified in important information section containing duly signed & stamped documents by the authorized signatory as asked in the tender document and uploaded by the bidderon e-procurement portal including signed & stamped copy of the tender document.

6.6 Award of Contract

1) The L-1 bidder based on the financial bidshall beawarded the work.
2) The Managing Director,SFACH will notify the successful bidder in writing for finalizing the contract conditions. The successful bidders will be asked to sign the Contract Agreement on required Stamp Paper within 7 days of the notification. After signing of the Contract Agreement, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

6.7 NOTES TO SCHEDULE OF WORKS

1) This schedule comprises of items of work for the entire work covered under this contract shall be completed within ***two month***from the date of handing over site. Site for execution of work will be available as soon as the work is ordered to contractor.
2) Description of item of work given in Schedule of works provisionally. This shall be deemed to complied and read in conjunction with special condition, particular specification for material, workmanship and conditions in relevant trade/Section of Haryana schedule of rate and specification amended from time to time. All these documents are taken as mutually explanatory to each other.
3) Quantities given in Schedule of works are provisional and are inserted as a guide only. These however are liable to be varied as per site requirement and contractor shall have no claim on this account what so ever may be.
4) The tenderer is requested to quote his unit rates under both in figures, words and total amount. Correction/cutting, over writing will not be entertained in any case and bid shall be called non responsive. In case of variation of rates in figure/word and total, minimum of three will govern in the value
5) The total amount of contract is not firm but will be treated as contract sum. Final contract amount will be amended after the completion of work.
6) Unless otherwise specifically mentioned in schedule of work cost of cutting/forming chases, holes recessed etc. in the masonry/ concrete as required in any situation including their making good in cement mortar 1:3 and PCC 1:2:4 shall be deemed to be included in the unit rates quoted by the tenderer. No price adjustment will be made in case of variation in the items/quantities of items requiring for these work.
7) The unit rate quoted by the tenderer shall be "NET" inclusive of all type of taxes which are to be deducted by various tax authorities at source. A certificate of the deducted amount shall be issued to the tenderer for adjustment with the tax authorities as and when required by him.
8) Unless otherwise specified in the description of the schedule item, item wise quoted rate by the tenderer in Schedule of works shall be deemed to include the rate material and labour as well.
9) Items of work which are not covered under Schedule of works and required at site for completion of work shall be paid at actual market rates plus 10% contractor's overhead charges. The contractor shall produce actual vouchers for these items for material and labour inclusive of taxes & transport required for the same.

SECTION 7

FORMAT TO RESPOND TO TENDER

TECHNICAL & FINANCIAL BID

Format-I

Technical Bid

For bidders for construction of SFACH office building in the premises of SFACH premises of Horticulture Department, Udhyan Bhawan, Complex Sector 21 Panchkula.

1.	**Firm Details**	
a.	Name of the firm	
b.	Address of the firm	
c.	Year of Establishment	
d.	Name of proprietor/owner/director	
e.	Similar Nature of Work experience	
f.	Contact No.	
g.	E-mail	
h.	PAN No.	
i	TIN No.	
j.	GST No.	
k.	Name of Authorized signatory	
2.	**EMD Details**	
a.	Amount	
b.	Issuing Bank	
c.	DD No./Date	
3.	Business Profile	
a	Annual turnover	
i.	2018-19	

Seal and signature
Authorized signatory of contractor firm

Format-II

Financial Bid

a) Schedule Item

S.No	Name of Work	Estimated cost (Rs.)	Rate in % (above or below)	Total Amount (Rs.)
1	Construction of SFACH office building in premises of Horticulture Department, Udhyan Bhawan Complex Sector-21, Panchkula	12.10 Lakh		

Seal and signature
Authorized signatory of contractor firm

Annexure-A

DNIT

Sr. No	Ref to HSR/NS	Description of items.	Qty.	Unit
1.	6.6	Earth work in excavation in all kind of soil 2m depth including disposal of surface soil as per direct with in a lead of 30m as per position	20.39	Cum
2.	6.13A	Earth filling under floor with surplus soil excavated from foundation and taken only from outside the building plinth	10.21	Cum
3.	10.28	C.C 1:8:16 with stone Agg. 40mm nominal size in F/P	18.85	Cum
4.	10.38	C.C 1:4:8 with stone Agg. 20mm nominal size in F/P	9.88	Cum
5.	10.86+10.95(a)	CC 1:1.5:3 with stone agg.20mm nominal size in RCC work for 20cm thickness straight and curved beam girder stair column batten and lintels etc. exclu. steel reinforcement but inclu. centering and shuttering laid in position.	5.93	cum
6.	10.88+10.95(a)	CC 1:1.5:3 with stone agg.20mm nominal size in RCC work for 20mm circular and curved columnexclu. steel reinforcement but inclu. centering and shuttering laid in position	0.15	Cum
7.	10.90+10.95(a)	CC 1:1.5:3 with stone agg.20mm nominal size for RC work in footing strips foundation rafts and approach slabs of bridge etc. excluding. steel reinforcement but including centering and shuttering laid in position complete in all respect	3.08	cum
8.	10.82+10.95(a)	CC 1:1.5:3 with stone agg.20mm nominal size in RCC work in slabs etc.	1.63	cum
9.	10.82+10.95(a)	CC 1:1.5:3 with stone agg.20mm nominal size in RCC work in slabs etc.	13.57	cum
10	18.22	CTD bars for RCC works Qty. as per Detail attached	21.00	Qtls
11.	11.2	1st class brick work laid in cement sand mortar 1:6 in F/P	3.15	cum
12.	11.7	1st class brick work laid in cement sand mortar 1:6 in super structure (9'' thick)	7.82	cum
13.	14.1	M/L for base course of floor consisting 100 thick 1:8:16 100 mm thick sand/ stone filling	104.14	Sqm
14.	14.8	M/L conglomerate floor 25 mm thick c.c. topping	104.14	Sqm

15.	13.93	P/F false Ceiling with Grooves with 12 to 15 mm thick, 600mmX600mm best Quality on M.S. Steel runners angle cleats rawel plugs with taping & painting etc. complete in all respect as approved by the Enginer-In-Charge	100.28	Sqm
16.	14.91	Anti skid tiles of size 400 mm X 400 mm Rak, Nitco Kajaria.	17.33	sqm
17.	14.89	Providing and fixing vitrified tiles flooring (2'x2')	104.14	sqm
18.	14.90	Vitrified tiles dado laid in	7.12	sqm
19.	13.13	Tiles terracing work laid in complete for uppar terrace (second floor)	104.14	sqm
20.	13.64	P/L cement concrete Gola 1:2:4 along junctions of roof	74.70	RMT
21.	13.89	P/L PVC 100 mm Dia for Rain water disposal as per HSR	20.58	RMT
22.	17.96	P&F powder coated alum. work for doors section size 80x45x5.5 mm	804.19	Kg.
23.	17.98 (b)	P/F 8.0 mm thick Glass for openable shutter taking 100% area of Shutter	66.66	Sqm
24.	17.72 (a)	P/F Alum. Fittings	220.00	Sqm
25.	17.83 (b)	P/F Sliding bolt as per HSR	12	Nos
26.	17.82 (a)	P/F Hydraulic door closure as per HSR	12	Nos
27.	15.11	15 mm thick cement plaster work in CM 1:5	183.01	Sqm
28.	15.7	12 mm thick cement plaster 1:6 on both side of 9'' thick walls (On 9'' thick walls)	327.03	sqm
29.	16.24	Preparation of the plastered surface for exterior as by applying Birla wall putty quantity same as per item no. 28	183.01	Sqm
30.	16.25 & 16.26	Painting wall with apex paint (external side) attached. Qty. same as per item no 34	183.01	Sqm
31.	NS	Preparation of the plastered surface for washable oil bound Distemper applying Birla wall putty (N.S.) for internal side. Qty. same as per item no. 29	327.03	Sqm
32.	16.58	Distemper with washable oil bound distemper 2 coats on newly plastered surface as per HSR 16.58 Qty. same as item No.32	327.03	Nos.
33.	17.102	P/F in position Alum. Round shape Handle	4.00	Nos.

34.	17.85	P/F in Position locks for Alum. Fitting (Door of room & main entrance)	1.00	Nos.
35.	N.S	P/F in Position Door stopper Alum. Powder coated in front side of doors	2.00	Nos.
36.	17.99	P/F in Position Rubber stopper(door) on backside of Doors.	4.00	Nos.
37.	13.50	P/M Top Khurra 0.66 mm to 0.64 mm for RWP as per Specifications	12.00	Nos.
38.	13.57	P/M Bottom Khurra 1.2 mm to 1.60 mm on ground as per Specifications as per HSR 13.57	11.00	Nos.
39.		Add Electrical job		LS
40.		Add Sanitary work		LS

SECTION 8

AGGREMENT FORM

AGREEMENT FORM

(TO BE EXECUTED ON A NON JUDICIAL STAMP PAPER OF Rs. 100/-)

Agreement Deed

This agreement, made on the……. day of……..20…… between the Managing Director,SFACHacting through……[name and address of Department] (hereinafter called "the MD, SFACH" which expression shall, unless the Contract otherwise requires, be deemed to include his successors and assigns) of the one part and …… [name and address of Contractor] (hereinafter called "the Contractor" which expression shall unless the Contract otherwise requires, be deemed to include his successors and assigns) of the other part.

Whereas the MD, SFACH is desirous that the Contractor executes…… (name and identification number of Contract) (hereinafter called "the works") and the Engineer has accepted the Bid by the Contractor for the execution and completion of such works and the removal/remedying of any defects therein.

NOW, THEREFORE, THIS AGREEMENT WITNESSES as follows:

1. In this agreement, words and expression shall have the same meanings as are respectively assigned to them in the Sections, all of which are hereinafter referred to as the "Contract", and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the SFACH to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the SFACH to execute and complete the Works and remedy and defects therein in conformity in all respects with the provisions of the Contract.
3. The SFACH hereby covenants to pay the Contractor in consideration of the execution and completion of the works in all respect in the Contract Price or such other sum as they become payable under the provision of the Contract at the times and in the manner prescribed by the Contract.
4. That the contractor has to execute the above said work within Two Months from the date of issue of allotment letter as prescribed in the original tender form or up to extended time by the competent authority.
5. That the terms and conditions in the original Tender documents form have been understood by the contractor and he undertakes to be bound by all the conditions contained therein.
6. That the security will be deducted @ 10% from the contractor running payment subject to maximum of 5% of agreement amount.
7. The whole work shall be carried out strictly in accordance with the MORTH/Haryana PWD Specifications 1990 edition.

In case of failure to execute the work the SFACH shall have to power to take action as indicated in closed condition of the tender.

In witness whereof, this agreement is signed and executed by both the parties on the day, month and year afore mentioned in the presence of the following witnesses.

Signature of Contractor	Authorized Signatory
1. Signature……..	Signature……..
Name……	Name……
Designation……..	Designation……..
Date……..	Date……..

3. Signature of Contractor Witness	4. Signature of Witness
Signature……..	Signature……..
Name……	Name……
Designation……..	Designation……..
Date……..	Date……..