



H.P. Forest Department
INTEGRATED DEVELOPMENT PROJECT (IDP)

For
Source Sustainability And Climate Resilient Rain-fed Agriculture
Forest Complex, Uppar Dhalpur Kullu Distt. Kullu H.P- 175101
Tel & Fax: - 01902-226627 email- dpoidpkullu@gmail.com

REQUEST FOR QUOTATIONS

Procurement of Works under RFQ/Shopping Procedures
Procurement Notice
(Single-Envelope with Offline Procurement Bidding Process)

Project : DISTRICT PROJECT OFFICER, IDP KULLU
Contract title : RFQ FOR CONST. OF STEEL FOOT BRIDGE & RCC SLAB
CULVERT UNDER APO IDP UNIT NAGGAR & BANJAR FOR THE
FINANCIALYEAR 2023-24.
RFQ No(Step Ref. No.): 387835
Date : 17.11.2023

Applicable Procurement Guidelines/Regulations Date: APRIL, 2018

1. Government of India has received/has applied for/intends to apply for financing from the World Bank towards the cost of the Project and intends to apply part of the proceeds of this credit to eligible payments under the contract for which this request for quotations is issued. The **District Project Officer, Integrated Development Project Kullu** invites quotations offline from eligible registered contractors having experience of executing the work of similar nature on standard W-5 Proforma (Schedule of quantity) for execution of the following works as tabulated below as:-

Sr. No.	Job No.	Brief Description of the Works	Approximate value of Works (Rs.)	Cost of Form-W-5 (Non-refundable)	Period of Completion
		Foot Bridge STEP Ref. No. 387835			
1	105/NGR	Const. of RCC Slab Culvert over Nontad Nallah in Village Naggar (Kutbai) in GP Naggar.	1,92,000/-	350/-	60 days
2	106/NGR	Const. of Steel Foot Bridge over Raman Nallah in Village Raman Ward No. 1 GP Hallan-I	3,00,000/-	350/-	60 days
3	107/NGR	Const. of Steel Foot Bridge over Jhidi Nallah in Village Brahman Kothi GP Naggar	3,73,800/-	350/-	60 days
4	108/BJR	Const. of Steel Foot Bridge over Rikhlugad Nallah between Cheda & Ghodigad Ward No. 1 GP Deutha.	3,89,000/-	350/-	60 days

2. This Procurement notice includes the following documents¹ to facilitate preparation and submission of quotations, criteria for qualification, evaluation, and for award of contract; and relevant forms to be filled by the bidders. Implementing Agency has not issued a separate RFQ document for this purchase. The Procurement notice including the various documents and forms to be filled etc.

- i. Layout Drawings of the works;
- ii. Structural Details;
- iii. Detailed Bill of Quantities, with estimated rates and prices;
- iv. Technical Specifications;
- v. Instructions to Bidders;
- vi. Qualification Information;
- vii. Format for Submission of Quotation;
- viii. Criteria for Evaluation and Award of Contract;
- ix. Relevant Forms; and
- x. Draft Contract Agreement format which will be used for finalizing the agreement for this Contract.

The standard quotation/bid form W-5(Schedule of quantity) along with instructions to bidders (quotation notice) can be obtained/ procured by the bidders from this office on any working day during the office hours w.e.f. 18-11-2023 to 02-12-2023 upto 5.00 PM on cash payment or download project website www.hpdp.org E-5 (Schedule of quantity) through e-Challan to District Project Officer, Integrated Development Project, Kullu D.D. Code 981 Treasury Code : KLU00 in the revenue Head 0070-60-800 : Other Receipt 17: E-procurement of Tender Fee. The original copies (e-Challan) shall be submitted enclosed with the bids (non-refundable) as shown above. (non-refundable) as shown above.

3. Quotations, both Technical Part and Financial Part shall be submitted offline on 04.12.2023 on or before 11:00 AM. Any quotation or modifications to quotation received after last date of quotation submission will not be considered. The 'Technical Part' of the Quotations will be opened offline on 04.12.2023 at 11:30 AM.

Description	Date
<u>Date of publication</u>	18.11.2023
<u>EMD:</u>	Rs 10,000/- (Rupees Ten Thousand only) of each Job through demand draft from a Nationalized Bank, drawn in favour of District Project Officer, IDP Kullu, payable at Kullu. The tender document is non-transferable.
<u>Bid Submission Start Date</u>	18-11-2023
<u>Last Date for Submission of Bid</u>	04.12.2023 before 11:00 AM
<u>Last Date of Physical submission of EMD/ cost of tender & technical bids</u>	04.12.2023 before 11:00 AM
<u>Date of opening of the Technical Bids</u>	04.12.2023 at 11:30 AM
<u>Date of opening of Financial Bids</u>	04.12.2023 after opening of technical bid

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4. If the implementing agency's office happens to be closed on the date of opening of the Quotations as specified, the 'Technical Part' of the Quotations will be opened on the next working day at the same time. The Financial Parts of the Quotations shall remain unopened, until the subsequent opening, following the evaluation of the Technical Parts of the Quotations.
 5. Other details can be seen in the RFQ document. The implementing agency shall not be held liable for any delays which are beyond its control. A Bidder requiring any clarification of the RFQ document may notify the Implementing agency offline or may visit the office of the implementing agency at the address given below.

(Purchaser)

*District Project Officer,
Integrated Development Project,
Forest Complex, Upper Dhampur Kullu
Distt. Kullu H.P. 175101.
Phone No. Office: 01902-226627*

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Instructions to Bidders

SECTION - A

1. Scope of Works

The District Project Officer, Integrated Development Project invites quotations for the construction of works as detailed in the table given below :-

Sr. No.	Job No.	Brief Description of the Works	Approximate value of Works (Rs.)	Period of Completion
		Foot Bridge STEP Ref. No. 387835		
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The scope of work is as per the schedule of quantity attached / supplied with the prescribed W-5, containing schedule of quantities. The details of works is tentative, which may vary depending on the geographical conditions/terrain of the area; and thus bidder(s) is (are) advised to visit the site of works, prior to bidding for said work at his own expense, for obtaining all relevant information that may be necessary for preparing the quotation.

The contractor will be responsible for the safety, health and environmental aspects at work place or section of the work place for the contract period. He will be responsible for maintaining the Social distance between labor/worker and provide them the required kit including Masks, Hand gloves etc. and will abide by the advisory being issued by the Govt. regarding Novel Corona Virus Disease (COVID-19)

The successful bidder will be expected to complete the works by the intended completion date specified above.

2. Qualification of the bidder

2.1. **Qualification Information to be provided by the Bidder:** The bidder shall provide information on his qualification which shall include:-

- (a) Total monetary value of works executed by him for each year of the last 3 years;
- (b) List of works (similar to the works described in Para 1) completed satisfactorily as a prime contractor during the last 3 years, enclosing certificates from the respective Employers in support of experience claimed along with the Employers' contact numbers;
- (c) Report on his financial standing, along with last 3 years' financial statements/Profit and Loss Statements; and
- (d) Details of any litigation, during the last 3 years in which the bidder is involved, the parties concerned, and disputed amount or award in each case_(Give details of both completed and pending cases).

The bidder shall provide qualification information at the time of submission of quotation form on standard W-5(Schedule of quantity), which shall include :-

Self Attested copy of his/her PAN card.

Self Attested copy of the Bank Account duly covered under RTGS/NEFT.

Self Attested of GST number

Income Tax, CGST & SGST and other applicable Taxes clearance certificates for the preceding year must be attached, failing which the tenders are liable to be rejected

2.2. **Qualification Criteria:** to qualify for award of the contract the bidder:-
Should have satisfactorily completed as a prime contractor at least or more works of similar nature. The value of the work/works should not be less than 80% in the last two years;

3. **Eligibility – Conflict of Interest:** A Bidder (a) shall not participate in more than one Quotation; (b) shall not have conflict of interest as defined in the Bank's Procurement Regulations/ Guidelines [*select one of the two options*]; and (c) should not have been (i) temporarily suspended or debarred by the World Bank Group in compliance with the Bank's Anti-Corruption Guidelines and its Sanctions Framework; or (ii) blacklisted or suspended by Central or any State Government Departments in India.

4. **Clarifications & Amendments:** If the Employer receives any request for clarification of this RFQ document, it will update its response together with any amendment to this document, on the notice board for information of all Bidders. Bidders should check on the notice board, for any amendments to this RFQ document.

5. **Quotation Prices**

The quotation shall be for construction of the whole works as described in the Bill of quantities, drawings and technical specifications. Corrections, if any, in the quotation shall be carried out by editing the information before offline submission of quotation.

- a) All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price.
- b) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- c) The rates should be quoted in Indian Rupees only.
- d) All the Tools/Equipments for the execution of work will be arranged by the contractor for which no extra payment can be claimed
- e) That, bidder shall bid /quote for each item of work as described in the schedule of quantities and correction(s) made in the quoted rates in W-5, if any, shall be made by crossing out, duly attesting the cutting(s) and neatly re-write the same.

6. **Preparation of Quotations**

6.1 The bidder is advised to visit the site of works at his own expense and obtain all information that may be necessary for preparing the quotation.

6.2 Each bidder shall submit only one quotation. Bidders shall not contact other Bidders on matters relating to this quotation.

6.3 The quotation shall comprise two Parts, namely the Technical Part and the Financial Part. Both Parts shall be submitted offline simultaneously.

6.4 **The Technical Part of Quotation shall comprise the following:**

- (a) **Letter of Quotation – Technical Part** as per Format given in Section B;
- (b) **Authorization:** Power of Attorney of signatory of Quotation (Paragraph 1.1 of Qualification Information);
- (c) **Annual Turnover:** Confirmation showing Annual Turnover in civil engineering construction works of similar nature in the last three financial years. [ITB Clause 2.1 (a)];
- (d) **Qualifications:**
 - (i) Qualification information and supporting documents relating to similar nature of works executed and payments received. (ITB Clause 2.1 (b) and paragraph 1.3 of Qualification Information);
 - (ii) Details of proposed sub-contractors; (Paragraph 1.4 of Qualification Information); and
 - (iii) Other details listed in Paragraphs 1.6 and 1.7 of the Qualification Information Form;
- (e) **Complete address** and contact details of the Bidder having the following information:
Name of Firm
Address for communication
Telephone No(s): Office
Mobile No.

Facsimile (FAX) No.
Electronic Mail Identification (E-mail ID)

- (f) The Technical Part of Quotation shall not include any financial information related to the Quotation price. Where material financial information related to the Quotation price is contained in the Technical Part of Quotation, the Quotation shall be declared non-responsive.

6.5 The Financial Part of Quotation shall comprise the following:

- (a) **Letter of Quotation - Financial Part;**
- (b) **Priced Bill of Quantities:** (using the BOQ available with the RFQ document) wherein the rates shall be entered.

6.6 Signing of Quotations: The name and position held by each person signing the quotation and related documents must be typed or printed below the signature.

6.7 Deadline for Submission of Quotations: Quotations must be submitted no later than the deadline for submission of quotations viz. time 11:00 AM and date 04/12/2023. A Bidder may modify its Quotation any number of times, before the deadline for submission of Quotations.

6.8 Validity of Quotation: Quotation shall remain valid for a period not less than 45 days after the deadline date specified for submission. The Rate(s) quoted by the successful bidder in his/her Bid document shall remain valid upto 31.03.2024; 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 if both parties agreed to it.

7. Quotation Submission:

- (a) The Letter of Quotation – Technical Part, and Letter of Quotation – Financial Part shall be filled, signed and scanned copies shall be submitted along with the Priced Bill of Quantities that shall be entered using the Forms available offline, without any alterations. All blank spaces shall be filled in with the information requested. Copies of all other documents shall also be submitted.
- (b) All documents are required to be signed by the Bidder.
- (c) That, each bidder shall submit only one quotation on standard W-5 proforma, for each Work/Job.
- (d) That, the bidder/contractor shall furnish complete address and all other information in the relevant space provided in W-5 and shall strike off whichever is not relevant.
- (e) That, the Quotations not received on given W-5 proforma, incomplete quotations, Conditional quotations, quotation received after the last date & time for submission of quotations and quotations received through Fax or E-mail shall not be entertained / considered.
- (f) That, those bidder(s) who submit their quotations by post shall have to submit signed copy of quotation notice, appending his/her signature, in the given box in Quotation notice, in token of accepting / agreeing to the terms and conditions of the quotation notice and shall submit/attach the same with the W-5 standard quotation Proforma (Schedule of Quantity). The bidders or their representatives who wish to present in the quotation opening process shall sign the office copy of the quotation notice at the time of opening quotations.
- (g) That, the bidder shall seal the quotation in an envelope addressed to the **District Project Officer, Integrated Development Project, Forest Complex Kullu Distt. Kullu** and the outside of the envelope will also bear the following identification on the top of the envelope:-
Quotation for Const. of Foot Bridge (Name of the Job/Contract/Work)
- (h) Do not open before 11:30 AM on 04/12/2023 (time and date of quotation opening).
- (i) That in case, the last day of tendering of quotations happens to be a holiday, the whole process will commence on the next working day with same time & schedule for which no separate notice or order shall be issued
- (j) That, in case of there is overlapping in schedule for submission of quotations on such deemed date assumed for submission of quotations “on next working day” due to postponement of

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the date of submission of quotations invited vide another notice issued separately, the revised time schedule for submission of quotations shall be notified to the bidders through the 'notice' pasted on the notice board of this office.

(k) 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

8. **Opening and Evaluation of Technical Parts of Quotations:** The 'Technical Part' of the Quotations will be opened offline on the specified date and time. The Financial Parts of the Quotations shall remain unopened, until the subsequent opening, following the evaluation of the Technical Parts of the Quotations.

(a) The Employer shall examine the technical part of the quotation to determine whether the quotation (a) has been properly signed (Clause 6.6); (b) meets the eligibility criteria (Clause 3); (c) is substantially responsive to the requirements of the RFQ document; and (d) meets the qualification criteria specified in ITB Clause 2.

(b) Only Quotations that are both substantially responsive to the RFQ document, and meet all Qualification Criteria shall qualify for opening of the Financial Parts of their Quotations at the second offline opening.

(c) Employer shall notify in writing those Bidders who have failed to meet the Qualification Criteria or whose Quotations were considered non-responsive to the requirements in the RFQ document, advising them that their Technical Part of Quotation failed to meet the requirements of the RFQ document; and that their Financial Part of the Quotation shall not be opened.

(d) Simultaneously Employer shall notify in writing those Bidders whose Technical Parts of Quotations have been evaluated as substantially responsive and meeting the Qualification Criteria that their Quotation has been evaluated as substantially responsive to the RFQ document and that their Financial Part of Quotation will be opened offline 04.12.2023 after opening of technical bids.

(e) Bidders should not submit the financial bids/ format along with Technical part otherwise bid be termed as invalid/ non-responsive.

(f) That, in case, the day of opening of quotation happens to be a holiday, the whole process will commence on the next working day with same time & schedule for which no separate notice or order shall be issued.

(g) That, quotations will be opened in the presence of bidders or their representatives who choose to attend on the date and time and at the place specified in the letter of invitation. In case none of the bidders or their representatives present at the time of opening of quotations the committee will open the quotations at exact time fixed for the process.

(h) That, quotations with cutting/overwriting in quoted rates shall not be accepted. However, quotations with cutting/overwriting, duly attested by the bidder(s) before submission / tendering of quotation into tender box, shall be considered by the purchaser.

(i) That, the Employer / purchaser will evaluate and compare the quotations determined to be substantially responsive i.e. which (a)-are duly signed; (b)-conform to other terms and conditions of the Quotation.

(j) That, the Quotations would be evaluated for all the items together.

(k) That, the Employer (Chairman/committee) will evaluate and compare the quotations determined to be substantially responsive keeping in view the criteria as specified in clause 5 & 6 above.

9. **Opening and Evaluation of Financial Parts of Quotations:** The 'Financial Part' of the Quotations will be opened offline on the specified date and time.

(a) The Employer shall examine and confirm that Letter of Quotation – Financial Part and Priced Bill of Quantities are in accordance with the requirements specified in the RFQ document. If any of these documents or information is missing, the offer shall be rejected.

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- (b) During the evaluation of Financial Parts of Quotation, the substantial responsiveness of the Quotations will be further determined with respect to those RFQ conditions that were not examined in evaluation of Technical Parts of Quotations.
 - (c) That, in case of tie on quoted rates among bidders, work order shall be awarded to the bidder have sufficient / more experience of similar nature of work.
 - (d) That the quotation / bid security deposited by the unsuccessful bidder shall be returned / refunded to them after the evaluation of bids / quotation is over/complete
 - (e) 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.
 - (f) That, information relating to evaluation of quotations and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with the process until the award to the successful bidder is announced.
 - (g) That submission of false information(s) and/or document(s) shall automatically lead to forfeiture of security/earnest money to the Govt. and disqualification of such bidders without prejudice to criminal proceedings against the bidder/contractor

10. Award of contract and Execution of Work

The Employer will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price and who meets the specified qualification criteria.

10.1 Notwithstanding the above, the Employer reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.

10.2 The bidder whose quotation is accepted will be notified of the award of contract by the Employer prior to expiration of the quotation validity period.

a. That, the evaluation of bids /quotations is over, the successful bidder(s) whose quotation(s) have been determined to be substantially responsive and who has offered the lowest evaluated quoted price and meets the specified qualification criteria, shall be conveyed the acceptance of his/her bid by the Employer .

b. That, the bidder whose bid is accepted will be notified for the award of contract by the Employer prior to expiry of the quotation validity period.

c. That the successful bidder(s) / contractors shall have to sign an agreement within 5 days of acceptance of offer letter. The contractor / bidders shall have to complete the work within the specified / allowed period in writing and within agreed costs and nothing extra shall be payable on account of escalation of cost in material, labour etc. in the course of time, which may be due to unforeseen reasons.

d. That, the successful bidder(s) shall be notified of award of work shall have to deposit required performance security as per table below in the shape of Draft/TDR/FDR pledged in favour of District Project Officer (IDP) Kullu at the time of signing the agreement.

Value of the contract	Amount of the Earnest Money	Amount of the Performance Security
Up to Rs. 5.00 lakh.	Rs.10,000/-	Rs.15,000/-
Exceeds Rs. 5.00 lakh & up to Rs. 10.00 lakh	Rs.15,000/-	Rs.30,000/-
Exceeds Rs. 10.00 lakh & up to Rs. 20.00 lakh	Rs.30,000/-	Rs.60,000/-
Exceeds Rs. 20.00 lakh & up to Rs. 50.00 lakh	Rs.60,000/-	Rs.2,50,000/-
Above Rs. 50.00 lakh	Rs.5,00,000/-	Rs.10,00,000/-

e. That the bid security of the successful bidder is already with employer and the same may be converted into performance security.

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- f.** That, The contractor shall have to start the awarded work within the 7 days of award of work to him/them and shall have to complete the same within the stipulated period. And in case, the work is not started within stipulated period, the award of work is liable to be cancelled and security may be forfeited.
- g.** That, the Contractor / bidder shall have to execute and complete the work under the supervision and technical guidance of project staff of the concerned APO, IDP Unit. The work has to be completed within days of award of work.
- h.** In case the work is stopped /left in between, because of any reason / circumstances no claim for the partial work will be accepted
- i.** That, for insuring quality and specifications, besides carrying out the regular inspections by the project officer/officials, it shall be the responsibility of the contractor to document the execution of works in the desired manner as provided in the schedule of quantity and also, get the work inspected from competent authority of the project, by giving intimation in the writing to the concerned APO or this office at least 3 days in advance, for carrying out the mandatory inspections, on achieving/during the different stages of execution of work.
- j.** That, in case mandatory inspection as laid down vide condition (10.2-i.) above, has not been got conducted/done by the contractor from the APO's concerned or other authorized officials of the project, the contractor shall not be eligible to seek the payment of the work done.
- k.** That the Income Tax / GST as applicable will be deducted from the total amount of the contract/ work.
- l.** That, under normal circumstance, no extension in working period will be granted and the decision of the Employer in this regard shall be final.
- m.** Since the work is seasonal/time bound nature and If the contractor fails to complete the work within stipulated time and delays the execution work beyond stipulated period, a penalty / liquidated damages @0.05% per day, of the total bid/quoted amount, will be imposed for such delay and will be deducted from the payment of the contractor. However, in case delay in completion of allotted work exceeds 30 days, Employer shall be authorized to penalize the contractor up to 10% of the total cost of the allotted work. 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.
- n.** That, the employer shall be authorized to cancel the award of work and forfeit the performance security to the Govt. under following circumstances:-
- i)** That, the contractor fails to start the work within stipulated period.
- ii)** That, undue delay is being caused in execution of the awarded work due to slow pace of work.
- iii)** That, the contractor abandon the work at any stage.
- o.** That, If the contractor delays the start of work beyond the stipulated period or abandons the work in between or project is convinced that due to undue slow pace of work, contractor will not be able to complete the work within a stipulated period, the project staff will take over the execution of this work and complete the remaining work at the risk and cost of the contractor.
- p.** That, no advance payment will be made to the bidder/contractor and payment shall be made only for the work executed of different stages by the contractor as per the detail bill prepared after measurement of the work done by the authorized official of the project on spot and on fulfillment of all other terms and conditions of the quotation notice/award of work and its execution/completion to the satisfaction of the project,
- q.** The contractor/bidder shall bear /pay all the applicable taxes and other charges as applicable from time to time.
- r.** Tendering authority reserve the right to execute any part of work or whole work mentioned in tender and the contractor shall not have any right to object to it.

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t. No advance payment will be made to the contractor. However, Contractor shall be paid 80% of the work done amount on running bills and 20% amount shall be paid after successful completion of the awarded work

u. That submission of false information(s) and/or document(s) shall automatically lead to forfeiture of security/earnest money to the Govt. and cancellation of contract of such bidder without prejudice to criminal proceedings against the bidder/contractor

11. Performance Security

Within 5 days of receiving letter of acceptance, the successful bidder shall deliver to the **District Project Officer, IDP Kullu** the performance security (either a or a bank draft in favour of the Employer) for an amount equivalent of as per clause 10.2 d of the contract price. The Performance Security shall be valid till the expiry of the period of maintenance of the work, specified in Clause 12. Failure of the successful Bidder to furnish performance security and to sign the agreement within the period stipulated shall constitute sufficient grounds for annulment of award and debarring the bidder from participation in bidding for works by the Employer for a period of one year, in which case the Employer may make the award to the next lowest evaluated bidder or seek quotations afresh.

12. Period of Maintenance:

The "Period of Maintenance" for the work is six months from the date of taking over possession or one full monsoon season whichever occurs later. During the period of maintenance, the contractor will be responsible for rectifying any defects in construction free of cost to the Employer. Or The contractor will be responsible for rectifying any defects noticed free of cost, within 20 days of the date of intimation of such defect by us. Any defects can be pointed after completion of 1st rainy season (upto 15th September) or six months from the date of completion of work whichever is later

13. Supply of all construction materials including cement and steel as per the specifications (ISI certification marked goods wherever available) shall be the responsibility of the contractor.

14. Miscellaneous:

a. The contractor / bidder will pay the minimum wages to the laborers and shall be bound to abide by/comply all other provisions of the labor laws, applicable in this regard and as may be notified by the GOI/GHP from time to time.

b. The contractor/bidder shall give first preference to the local labor of the concerned G.Ps.

c. Notwithstanding the above, the Employer reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract without assigning any reasons.

d. In case of any dispute, the Grievances and redressal committee for contractor's work will be the final authority to decide the matter and the decision will be binding on both the parties.

e. 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 Kullu**

f. 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.

g. In case of breach of any condition of the Tender Notice for which no specific provisions have been made in this notice, a penalty not exceeding Rs.5000/- may be imposed for every such breach. However before imposing such penalty, the Contractor will be given an opportunity for explaining his position. The decision of the undersigned in this regard will be final and thereafter, no correspondence/objection will be entertained.

h. 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.

15. **Environmental and Social Guidelines :**

1. To address immediate soil erosion risk arising from construction, soil conservation measures (embankments, retaining structures, etc.) around the planned area will need to be conducted.
2. Plastic waste should not be burned.
3. Construction waste should be disposed properly, away from the site, or at a collection centre. Construction waste may also be re-purposed.
4. While conducting construction work on drainage lines, stones shall not be removed from water channels, and will be sourced from appropriate places.
5. Original stream/ channel beds should not be disturbed.
6. While renovating bauris or wells, proper care will need to be taken to ensure original sources of water are not disturbed.
7. Fencing of water impounding structures close to habitation is mandatory.
8. While constructing primary water harvesting structures, stairs, ramps, or any other feasible measures for animals to easily access water will need to be provided.
9. In perennial streams with fish or other aquatic species, care should be taken to ensure drainage line treatment structures include measures to allow free movement of aquatic life.
10. Structures being built under IDP will need to factor in natural hazards and extreme weather events (flash floods, etc.).
11. When construction activities require movement of heavy vehicles and equipment, proper work safety measures for workers and people of the community should be followed – appropriate signs (falling rocks, construction ahead, etc.), personal safety equipment for workers (hard hats, etc.) should be provided.
12. Use of child (the Child Labour Act, 1986 identifies the child as an individual that has not completed 14 years of age), bonded, and forced labour is prohibited. However, the age of employment for the project is 18 years, and if any contractor employs a person under the age of 18 years, the contract will be terminated.
13. Contractors are expected to promote the use of local labour.
14. It is the duty of the contractor to pay equal remuneration to men and women for same work or work of a similar nature.
15. To avoid work related accidents and injuries, the contractor will:
 - a. Periodically train working staff on workplace safety.
 - b. Provide protective masks, helmets, overalls and safety shoes, and safety goggles, as appropriate.
 - c. Provide workers in high noise areas with earplugs or equipment to prevent auditory damage.
 - d. Ensure availability of a first aid box.
 - e. Provide employees with access to toilets and potable water.
 - f. Properly dispose of solid waste that is not being repurposed, at designated permitted sites allocated by local authorities and cleaning funds and attach the receipt of waste from the relevant landfill authority.
 - g. Carry out all procedures to prevent leakage of generator oil into the site.
 - h. Ensure that the head of the well is covered tightly.
 - i. Provide secondary tank for oil and grease to avoid spills.
 - j. Provide ongoing health and safety supervision of worksites through use of relevant personnel.
16. Further to enforcing the compliance of environmental management, contractors will be responsible and liable for safety of site equipment, labourers and daily workers attending to the construction site, and safety of citizens for each work site, as mandatory measures.
17. It is mandatory for contractors to undergo training on labour management, applicable legal frameworks while handling labourers, and environmental and social safeguards.
18. In case traditional water harvesting structures (traditional community tanks, khattris, kuhals, etc.) are being renovated/ rejuvenated, or construction is taking place at or near sites of cultural significance (temples, site of religious significance, etc.) following activities need to be conducted:

- (12)
- a. Contractors must undergo mandatory training on how to deal with sites that have cultural significance and ensure there is supervision from their side for the management of such sites.
 - b. All traditional sites or physical cultural resources (PCR) are to be restored to their original shape after constructions (before picture are required to be taken to ensure that the site is not disturbed after the intervention).
 - c. Identification of most appropriate time to undertake construction to minimise disturbance, e.g. avoid any special prayers / festivals for constructing in the vicinity of the PCR or on its access route.
 - d. Avoid keep power backup systems such as generators near the PCR.
 - e. Identify appropriate sites for waste storage and disposal of any waste generated by construction/ renovation/ rejuvenation.
 - f. Identify appropriate sites for material storage.
19. Contractors are also required to be cognizant of any chance finds. The following chance find procedures are to be followed in case any artefacts or sites of cultural heritage are discovered by chance while undertaking excavation during construction activities. The steps in case of chance finds to be followed are:
- a. Immediately intimate project staff, who will begin the necessary chain of communication.
 - b. Stop all work and cordon off area and do not allow anybody access to the area, unless cleared by the District Magistrate or Commissioner as the case might be and the Archaeological Department.

Read over and accepted

Name of Bidder : _____

Signature of Bidder

(Purchaser)

District Project Officer(IDP),
Integrated Development Project Kullu.

Endst.No No. IDP/A-I-6/Civil/RFQ/2023-24/1937-41 / Dated, Kullu the/ 17/11/2023

Copy forwarded to the:-

1. Pr. CCF-cum-Chief Project Director, IDP, Solan for favour of information and n/action please.
2. APO IDP unit Banjar & Naggar favour of information and further n/action.
3. Chairman, tender opening committee for favour of information and necessary action as per bid condition of in true spirit and compliance.
4. I.T. Section Incharge for favour of information and n/action. He is directed to upload the same on Project Web site for wide publicity.
5. Notice Board for wide publicity.

District Project Officer(IDP),
Integrated Development Project Kullu.
Kullu