

CANTONMENT BOARD, KASAULI



TENDER FOR CONSTRUCTION SUPERVISION AND QUALITY ASSURANCE FOR “CONSTRUCTION OF BUS STAND-CUM-MULTI LEVEL PARKING” AT KASAULI, HIMACHAL PRADESH Issued By Cantonment Board Kasauli

O/O Chief Executive Officer
Cantonment Board Kasauli
Under Ministry of Defence, Govt. Of India
Distt. Solan, HP-173204
Phone No. 01792-273029
Fax No. 01792-272029
Email-id:- cbkasauli@dggest.org
Website : www.cbkasauli.org

TENDER SUBMITTED BY

Name of the bidder:-.....

Address:-.....

.....

Tel/Mob. No.:-

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TECHNICAL BID

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NOTICE INVITING TENDER (NIT)

Sealed tenders in prescribed form are invited as under:-

1.	NAME OF WORK	:	Construction Supervision and Quality Assurance for "Construction of Bus Stand cum Multi Level Parking" at Kasauli, Himachal Pradesh
2.	LOCATION OF SITE	:	Kasauli Cantonment Board, Himachal Pradesh
3.	COST OF TENDER FORM	:	Rs. 500/- only
4.	ELIGIBILITY CRITERIA	:	As per Tender Conditions
5.	TENDER RECEIVING AUTHORITY	:	Chief Executive Officer, Cantonment Board, Kasauli, Himachal Pradesh.
6.	ISSUE OF TENDER	:	15.12.2018 at 1700 hours
7	PRE-BID MEETING		On 26.12.2018 at 1500 hours
8.	LAST DATE FOR SUBMISSION	:	05.01.2019 at 1700 hours
9.	DATE OF OPENING OF TECHNICAL BID	:	07.01.2019 at 1100 hours
10.	TIME OF COMPLETION OF WORK	:	Within 12 Months from the date of commencement.

**CHIEF EXECUTIVE OFFICER, KASAULI
(ANUJ GOEL)**

SECTION-1 : DETAILED NOTICE INVITING TENDER (DNIT)

The Cantonment Board, Kasauli invites online tender for appointing construction supervisor, Civil Engineer and Electrical Engineer as per the eligibility criteria stated in the NIT for the work **“Construction of Bus Stand-cum- Multi Level parking at Kasauli Bus Stand, Kasauli, District Solan (H.P).”**

The Work shall include following broad component;

Construction Supervision: For effective execution during implementation till the completion of the project and submission of final bill.

Quality Assurance: For Technical Support service during implementation till completion of the project.

- **Earnest Money deposit : Rs.75,000/-**
- **Cost of Tender Document : Rs. 500/- (Non refundable)**

1. The contractor/firm/co., should not have been blacklisted by any Govt., Semi-Govt. Deptt. or any other organization. An affidavit to that effect on Non-Judicial stamp paper of Rs.10/- duly notarized should be uploaded with the Technical Bid. Also note that the applicant must not have formed/be part of any cartel at any time for processing any contract including the present tender.
2. The contractor must be registered with MES/CPWD/PWD/Railways/Any Govt. organization.
3. The tender consisting of two bid process including **Technical bid** and **Financial bid**.
4. Cantonment Board , Kasauli is not responsible for any delay due to link failure/internet problem etc. in respect of uploading of any documents or in submission of e-bid. It is the responsibility of the Bidder to make sure that the required documents/e-bid shall be uploaded in time.
5. Online technical bid shall be opened as specified in NIT. The technical bids shall be scrutinized by the committee constituted for the purpose. The Financial bids of those contractors/firms etc. whose technical bids are acceptable shall alone be opened and the decision of the C.E.O/Cantt Board in this regard is final and binding. The Financial bids may be opened either on the same day or later.
6. The contractors/firm should quote in figures as well as in the words the rates and amount tendered by them. The amount for each item should be worked out and the requisite totals given. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates, figures and words. However, if a discrepancy is found the rates which correspond with the amount worked out by the contractor shall be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figure or in words then the rate quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly the rates quoted by the contractor will be taken as correct and not the amount.

7. Earnest Money Deposit (EMD) and cost of tender for an amount as specified in NIT, is to be made in online mode. The bidder can make payment either through net banking or through NEFT/RTGS. The amount will be credited in Cantonment Board, Kasauli Public Account as under:-

(i)	Name of Bank	-	State Bank of India
(ii)	Branch	-	Kasauli, Distt., Solan (HP)
(iii)	Bank Account	-	55091243176
(iv)	IFS Code	-	SBIN005012

The proof of payment on account of Earnest Money and cost of tender is to be uploaded by the tenderer with tender document. In case of Non-receipt of payment of **EMD** and cost of tender, the tender document of the tenderer can not be entertained.

8. The acceptance of a tender will rest with the Competent Authority, who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received, without assigning any reasons whatsoever. All tenders in which any of the prescribed conditions are not fulfilled, or are incomplete in any respect are liable to be rejected.
9. Tender containing any condition leading to unknown/indefinite liability, are liable to be summarily rejected.
10. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
11. **The Contractor/firm must be registered with GST. Documents related to the statutory requirements, such as registration with PAN/TIN/TAN, GST, P.Tax & Service Tax etc alongwith proof must be uploaded with tender document.** The rate quoted by the contractor/firm should take care of all such taxes, octroi, duties as aforesaid, till the completion of work. All taxes including Sales Tax, GST, octroi, Excise duty or any other tax on material or on finished work like work's contract tax, turn over tax, Income tax, Service tax etc as applicable till completion of work in respect of this contract shall be payable by contractor and the Board will not entertain any claim whatsoever in this respect.
12. CEO/Cantonment Board, Kasauli reserve the right to postpone and/or extend the date of receipt or opening of tenders or to withdraw the tender notice, without assigning any reason thereof. In such cases, the bidders shall not be entitled to any form of compensation from the Cantonment Board.
13. The pre-bid meeting shall be held in the office of Tender inviting Authority on the scheduled date and time, only if specified online. Non-attendance of pre-bid meeting will not be a cause for disqualification of the bidder and it shall be presumed that the bidder does not require any clarification. The purpose of the pre-bid meeting will be to clarify issues.
14. Uploading copy of **Provident Fund Code No.** is mandatory, failing which bidder will be disqualified in Technical bid.
15. No free entry of the vehicles will be allowed from the Cantt Board Barrier for execution of work.
16. It will be presumed that the tenderers have visited the site before submission of bids and no

claim whatsoever shall be entertained with regard to non-visiting of the site at later stage.

17. In case the successful contractor fails to complete all the formalities with regard to submission of original documents, execution of contract agreement and commencement of work within stipulated time period, the Cantt Board may award the contract to another tenderer as it deems fit or may go for re-tendering. Such decision of Cantt Board will be final and binding.
18. In case of any contradiction in the terms and conditions of tender document, the decision of CEO/Cantt Board shall be final with regard to such term and conditions.
19. In case of any clerical/typographical/grammatical mistake in the Tender Document, the decision of CEO/Cantt Board shall be final and binding in this regard.
20. All the terms and conditions of tender document shall be the part and parcel of the agreement.



**CHIEF EXECUTIVE OFFICER, KASAULI
(ANUJ GOEL)**

SECTION 2.0 - TERMS & CONDITIONS**A. Terms & Conditions:**

1. Applications are invited FROM contractors/firms etc. for Construction Supervisor, Civil Engineer and Electrical Engineer for Construction supervisoion and Quality Assurance of work “**Construction of Bus Stand-Cum-Multi Level Parking at Bus Stand, Kasauli**”.
2. All the pages of the application are to be signed by the authorized signatory of the contractors. Any over-writing to be duly initialed by the contracgtors.
3. Online applications will be scrutinized by the committee constituted for the purpose.
4. There should not be any deviation in terms and conditions as have been stipulated.
5. Incomplete online applications will be summarily rejected. The contractors should upload relevant documents in support of the information furnished in the application.
6. The application of the contractors, whose past performance was found unsatisfactory in the projects entrusted to them by any other organizations, will not be considered. The decision of the CEO/Cantt Board in this regard is final and binding.
7. *Certificate issued by the Central/State Government departments, Central/State Autonomous bodies, Central/State Public Sector Undertakings/Public Sector organizations etc.(regarding satisfactory completion of work) shall contain nature of works (Construction supervision and quality assurance of Bus Stand / Multi Level parking/building) etc.*
8. The Estimated cost of the project of Bus Stand-cum-Multi Level parking at Bus Stand, Kasauli is Rs.14.97 crore. The estimated time to complete the project is 12 months. The time period may be increased or decreased as the case may be.
9. Average annual turnover of the contractor during the last 3 years as on 31.03.2018 should be at least Rs.30.00 lakh. The bidder shall have to upload the audited balance sheet in this regard failing which the tender will not be entertained.
10. The bidder should have satisfactorily provided service of construction supervision and quality assurance for a **single** contract of similar nature (Bus Stand/Multi Level Parking/Building) costing at least 80% of the estimated cost during the last 7 years as on 30.11.2018.

Or

The bidder should have satisfactorily provided service of construction supervision and quality assurance for **2 (two)** number of contracts of similar nature (Bus Stand/Multi Level Parking/Building) each costing at least 50% of the estimated cost during the last 7 years as on 30.11.2018.

Or

The bidder should have satisfactorily provided service of construction supervision and quality assurance for **3 (Three)** number of contracts of similar nature (Bus Stand/Multi Level Parking/Building)each costing at least 40% of the estimated cost during the last 7 years as on 30.11.2018.

Such services must have been provided to only Central/State Government departments, Central/State Autonomous bodies, Central/State Public Sector Undertakings/Public Sector organizations etc.

11. The contractor should have Income Tax, PAN and GST number etc.
12. As proof for satisfactory completion of similar work, completion certificate should be issued by Central/State Government departments, Central/State Autonomous bodies, Central/State Public Sector Undertakings etc. The aforesaid Completion Certificates without Income Tax TDS certificates will not be considered as proof for satisfactory completion of work.
13. Copies of relevant documents/certificates should be uploaded as a proof for information furnished in the application form.
14. The detailed Objectives and the Scope of the Assignment will be as per bid notification Document. The bid Document can be downloaded from the e – Procurement Website.
15. Other details can be seen in the tender document.
16. Bidders shall upload all the Signed and Scanned Copies of Certificates pertaining to their Eligibility Criteria, Essential Conditional Criteria, Financial Criteria Documents, etc. No Physical Documents will be considered. All the Participants shall produce all the Original Documents for Verification whenever called for.
 - (i) Financial Bids of Tenderers whose Technical Bids are disqualified will not be considered.
17. Following experts whose CVs and experience will be evaluated.
 - (i) Construction Supervisor with civil/Structural engineering Background 1 No
 - (ii) Civil Engineer for Technical Support service 1 No.
 - (iii) Electrical Engineer for Technical Support service 1 No.
18. Construction supervisor & Civil Engineer will be required for the entire duration of the project and Electrical Engineer will be required on need basis.
19. CVs recently signed by the proposed staff and the authorized representative submitting the proposal is required . Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last seven (07) years etc.

B. GENERAL CONDITIONS OF CONTRACT**1. Definitions**

Unless the Context otherwise requires, the following Terms whenever used in this Contract have the following meanings.

- a. "Applicable Law" means the Laws and any other Instruments having the Force of Law in India, as they may be issued and in force from time to time.
 - b. "Effective Date" means the Date on which this Contract comes into Force.
 - c. "Contract Price" means the Price to be paid for the Performance of the Services
 - d. "GC" means the General Conditions of Contract.
 - e. "Cantonment Board" means the Cantonment Board, Kasauli.
 - f. "Local Currency" means Indian Rupees.
 - g. "Personnel" means employee of the bidder and assigned to the Performance of the Services or any part thereof;
 - h. "Services" means the Work to be performed by the bidder pursuant to this Contract.
2. The Proposals must be electronically submitted (online through Internet) within the Date and Time published in e – Procurement Portal including **Technical bid and Financial bid**.
 3. The Proposals shall contain no Alterations or Additions, except those to comply with Instructions issued by the Cantonment Board, Kasauli that are duly incorporated.
 4. Each Page uploaded pertaining to the Consultant's Eligibility Criteria, Essential Conditional Criteria, Financial Criteria Documents, etc. shall be duly signed and sealed by the Consultant or a Person or Persons duly authorized to sign on behalf of the Consultant. Such Authorization shall be indicated by a Written Power – of –Attorney accompanying the Proposal. The Corrections, if any, shall be made by striking of and shall be initialed with date.
 5. No Physical Documents shall be considered. All the Participants shall produce all the Original Documents for Verification whenever necessary.
 6. The tender is of two cover system.
 - i) tenderer Should upload all the copies of technical documents/ certificates etc. pertaining to their eligibility criteria mentioned as per the tender document failing which the bid will not be considered. (Technical Bid). The original documents should be produced for verification at any stage of the process as and when sought failing which, the bids are liable for disqualification.
 - ii) Rates (Financial Bid) shall be separately quoted for construction supervisor, civil engineer and electrical engineer on per month basis. The rate quoted on per month basis shall remain valid for the entire duration of the project, even if the duration increases or decreases, payment will be made as per the rate quoted on per month basis.

7. For those tenderer whose Technical bids do not satisfy the eligibility criteria, their financial bids will not be opened.
8. The successful tenderer will have to execute agreement with Cantonment Board, Kasauli within seven days of receipt of intimation.
9. It is Cantonment Board's policy to require that construction supervisor/engineers observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the Cantonment Board, Kasauli.
 - (a) Defines, for the purposes of this tender document, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of Cantonment Board, Kasauli, and includes collusive practices among bidders (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive Cantonment Board, Kasauli of the benefits of free and open competition.
 - (b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
 - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded Cantonment Board, Kasauli -financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Cantonment Board, Kasauli -financed contract.

Tenderer shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Govt./Semi-Govt./PSU/Autonomous bodies etc.
10. It is desirable that the staff proposed be permanent employees of the firm or have an extended and stable working relation with it.
11. A brief description of the tenderer's organization and an outline of recent experience on assignments of a similar nature is required. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
12. In preparing the Financial bid, tenderer should upload the lump sum amount including all taxes, cess GST etc. Payment shall be made to construction supervisor and engineers on per month basis and proportionally for part of the month. Payment will be made by 7th of the succeeding month. No boarding/lodging, transportation etc. will be provided by Cantonment Board nor reimbursement of any payment shall be made in this regard.

- (a) The rates uploaded shall be inclusive of all taxes, duties etc. No other charges shall be paid extra due to statutory or other changes during the currency of consultancy or any account.
- (b) Income Tax, GST etc. will be deducted at source from the payments made as per the statutory regulations.
- 13 Conditional tender will not be accepted.
- 14 The Chief Executive Officer shall be acting on behalf of the Kasauli Cantonment Board for all purpose and his order and instructions shall be binding on the bidders.
- 15 If same rate is received by the bidders, then Cantonment Board will call for negotiation, and select the one who offers the least.
16. In the case, the bidder fails to complete the work, the same will be completed by the Board through other agencies at the risk and cost of the successful bidder and any loss sustained by the Board will be made good from the successful bidder and he will be held responsible for all the consequences.
17. The CEO reserves to himself the right to impose any additional conditions or to modify any condition at any time, particular to ensure better completion.
18. **Objectives and the Scope of the Assignment are as follows:**
- a. To monitor Physical Progress of the Works to be completed in Scheduled Time Frame as per approved working drawings
 - b. To be responsible for Quality Assurance both for Materials and Workmanship and day – to – day Supervision of each Activity at all Stages of Construction.
 - c. To deploy the Professional and Subordinates as per the Need of Assignment for day – to – day Supervision of the Works.
 - d. To monitor the Work by adopting Scientific Principles of Construction Management, Quality Management, Cost and Time Control, Safety Measures and achieve Satisfactory Completion of the Project with respect to Cost, Time and Quality.
 - e. To highlight Lacunae, if any, and also suggest Steps / Solutions for the same so as to achieve the Overall Target of Quality Assurance.
 - f. To assist the Construction Agency to carry out Testing (both Field and Laboratory) of Materials / Elements / Products used in Construction Work for Quality Assurance as per Relevant Specifications.
 - g. To ensure that Minimum Frequency of Tests is conducted by the Construction Agency as per the Norms stipulated and Specifications as per the tender document.
 - h. To provide Independent and Objective Assessment of the Technical Quality of all Construction Works to be completed and to assure that the Works are constructed with Construction Materials as per Standards and Norms.

- i. To verify the Methodology, Workmanship and Quality of various Materials / Elements / Product of the Works.
- j. To point out if there are any Discrepancies / Errors / Omissions and give Suggestions and Remedial Measures within the Provisions of construction codes in practice .
- k. **Construction Supervisor:** shall be responsible for reviewing the entire project implementation activities and total project execution.
- l. Complete Day to Day Supervision of the “**Construction of Bus Stant-cum-Multi Level parking at Bus Stand, Kasauli** - ensuring Quality assurance in accordance with the Tender Stipulations, Specifications, Drawings and Site Conditions. The Quality Control shall be exercised at all Stages of Construction, viz., Approval of Materials, Inspection of Equipment, Usage thereof in proper Proportions and Workmanship at all Stages of Execution of each Items of Work.
- m. Ensure Quality assurance Equipments on Site by the Contractors to conduct Tests on Materials / Mixes being used for Construction such as Cement, Steel, Bricks, Mortars, Concrete, etc. Essential tests. shall be got done periodically. The bidder shall maintain necessary Site Records and obtain Data in support of the same.
- n. Suggest modifications, if any, due to the Site Conditions and submit the recommendations to the CEO/Cantt Board, Kasauli for approval.
- o. The construction supervisor shall have to submit the monthly progress report of the project to the CEO by 3rd of succeeding month. The payment of the key staff is liable to be withheld for non submission of progress report.
- p. Ensure Regular and Timely Flow of Approved Working Drawings / Instructions so as to complete the works without any delay on account of the same.
- q. Verify and recommend for Payment by the Cantt Board of Contractor’s Periodic or Stage wise Bills for the Work done and Material / Plant Advance, keep Record of Joint Measurement of Work and certify the Bills of the Construction Agency by assuring that the Work is in accordance with the Design, Quality, etc. and maintain necessary Site Computerized Measurement Records and other Site Records, which shall be made available to the CEO/Cantt Baord, Kasauli for Verifications / Authentication if required.
- r. Submission of Financial and Physical Progress with reference to Prefixed Targets. Constant Review of Progress within Present Time and Cost Parameters shall be done. The bidder shall inform the Cantt Board, Kasauli about the Progress of the Project vis – a – vis PERT / CPM Controls on fortnightly basis.
- s. In case certain Additional Works are required to be carried out on obtaining the approval from the CEO/Cantt Board. and shall get the same completed by the Construction Agency before handing over the said Completed Works to the Cantt Board.

19 Pre bid Meeting

- (i) The bidder or his Authorized Representative is invited to attend the Pre Bid Meeting, which will take place at the Office of the Tender Inviting Authority at **15.00 hours on 26-12-2018**

20. Interested Eligible bidders may obtain further information at The **Office of the Chief Executive Officer, Cantonment Board, Kasauli, District, Solan (HP)-173204** on all Working Days during Working Hours.
21. Any Conditional Proposals will be rejected.
22. The bids will remain valid for a period of 90 Days after the due Date for Submission of proposal.
23. The Successful bidder shall enter into the Agreement with the tender inviting authority within 07 Days of Receipt of Intimation. Otherwise further action will be taken by forfeiting the EMD. The notification will form Part and Parcel of the Agreement. The terms and conditions laid down in the agreement will be binding on the bidder whose bid will be accepted.
24. The Work shall be commenced on the date of commencement of construction work, failing which it would be presumed that the Successful bidder is not interested in the Work and Action will be taken to get the Work executed through Alternate Contractor/firm/co.,etc. at the Cost and Risk of the bidder awarded with the work, including forfeiting of EMD.
25. THE Cantonment Board, Kasauli reserves the right to reject any or all of the Proposals without thereby incurring any Liability or Obligation to inform the Consultants of the Reasons for such action.
26. Corrigendum / Modifications / Corrections, if any, will be published on the Website and e-portal only.
27. The Evaluation Committee appointed by the CEO shall as a whole and each of its Members individually evaluate the bids on the Basis of tender document.
28. Proposals should be submitted in : **English**.
29. Reports which are part of the Assignment must be written in: **English**.

30. EARNEST MONEY AND SECURITY DEPOSITS

The tenderer will have to deposit in online mode Earnest Money Deposit (EMD) for an amount as specified in NIT **The CEO/Cantt Board is not liable to pay any interest on the earnest money. The Earnest money of the unsuccessful tenderers will be refunded without any interest soon after the decision to award the work is taken or after the expiry of the validity period of the tender.**

The successful tenderer to whom the contract is awarded will have to deposit as initial security deposit a further sum to make up 5% of the value of the accepted tender including the Earnest Money. Additional security shall also be deposited in case of revision of contract amount. No interest will be paid for the additional security amount. The initial security deposit will have to be made within 07 days from the date of acceptance of tender, failing which the CEO/Cantt Board at his discretion may revoke the letter of acceptance and forfeit the earnest money deposit furnished along with the tender. The initial security deposit will be invested by the CEO/Cantt Board in a fixed deposit account for the duration of the contract period. It shall be refunded to the contractor along with accrued interest within 14 days after completion of the defect liability period i.e. 12 months.

31. Completion Stage and Handing over Stage

- a. Obtain all the Records from the Contractor and the Records of any Changes made in the Works during the Progress of Works and submit required number of Completion Reports and Completion Drawings for the Project incorporating all such Changes
- b. Obtain Certification from Contractor and accordingly prepare and submit "As Built Drawings" at an Appropriate Scale indicating the Details of Construction duly authenticating and supply six (6) copies of As Built / Completion Drawings to the Employer.
- c. Submit two (2) soft copies of the Complete Set of Drawings / Documents and two (2) copies of Drawings on Reproducible Paper for the Works executed to the CEO.
- d. Verify the Work on its completion and issue Completion Certificates (Virtual as well as Actual) for the Completed Works so that to enable the CEO/Engineer-in-charge to record Completion of the Works.
- e. Verify by taking and recording Joint Measurements of the Final Bill to be submitted by the Contractor, process, certify and recommend as per the Terms and Conditions of the Contract Agreement for Release of Final Payment by the CEO and attend to the Observations / Queries raised while processing the same for Payments by the CEO/Cantt Board.
- f. The bidder shall maintain Complete Documentation and render all Technical Services as may in any way relate to or arise out of the Construction of the said Work as have been entrusted to the bidder by the CEO/Cantt Board.
- h. The CEO/Cantt Board shall engage Third Party Evaluators for Project. The bidder shall abide by the Instructions / Suggestions given by the Third Party Evaluators for the successful completion of the Project.

32. Services during Defect Liability Period

During this period, the bidder shall carry out the following Services;

- a. Inspect the Works executed periodically (once in two months) and report to the CEO/Cantt Board, Kasauli regarding Status / Defects observed in the Work and as a consequence of this any Corrective / Maintenance Works to be carried out by the Contractor.
- b. Inspect the Works prior to the Expiry of the Contractor's Defects Liability Period, prepare a Final Deficiency List, if required, supervise the Remedial Works and recommend to the CEO/Cantt Board upto the Date of the Final Inspection of Works.
- c. Carry out Final Inspection of Works together with the Representatives of the Cantt Board and the Contractor.

33. Key Staff

- (i) **Construction supervisor**

- (ii) **Civil Engineer**
- (iii) **Electrical Engineer**

The Minimum Required Experience of the Proposed Key Professional Staff:

(i) Construction Supervisor: This position requires a Senior Engineer who shall be graduate in Civil Engineering with minimum experience of 10 years in Civil/ Structural Engineering. Construction supervisor will also monitor the work of Civil Engineer and Electrical Engineer engaged and ensure the effective performance of their work in the project.

(ii) Civil Engineer: This position requires a graduate in Civil Engineering with minimum of 07 years experience.

(iii) Electrical Engineer: This position requires a graduate in Electric Engineering with minimum of 07 years experience.

(iv) Construction Supervisor: should have satisfactorily provided service of construction supervision for a **single** contract of similar nature (Bus Stand/Multi Level Parking/Building) costing at least 80% of the estimated cost during the last 7 years as on 30.11.2018.

OR

Construction Supervisor: should have satisfactorily provided service of construction supervision for **2 (two)** number of contracts of similar nature (Bus Stand/Multi Level Parking/Building) each costing at least 50% of the estimated cost during the last 7 years as on 30.11.2018.

OR

Construction Supervisor: should have satisfactorily provided service of construction supervision for **3 (Three)** number of contracts of similar nature (Bus Stand/Multi Level Parking/Building) each costing at least 40% of the estimated cost during the last 7 years as on 30.11.2018.

v) Civil Engineer: should have satisfactorily provided service of quality assurance for a **single** contract of similar nature (Bus Stand/Multi Level Parking/Building) costing at least 80% of the estimated cost during the last 7 years as on 30.11.2018.

OR

Civil Engineer: should have satisfactorily provided service of quality assurance for **2 (two)** number of contracts of similar nature (Bus Stand/Multi Level Parking/Building) each costing at least 50% of the estimated cost during the last 7 years as on 30.11.2018.

OR

Civil Engineer: should have satisfactorily provided service of quality assurance for **3 (Three)** number of contracts of similar nature (Bus Stand/Multi Level Parking/Building) each costing at least 40% of the estimated cost during the last 7 years as on 30.11.2018.

vi) Electrical Engineer: should have satisfactorily provided service of quality assurance for a **single** contract of similar nature (Bus Stand/Multi Level Parking/Building) costing at least 80% of the estimated cost during the last 7 years as on 30.11.2018.

OR

Electrical Engineer: should have satisfactorily provided service of quality assurance for **2 (two)** number of contracts of similar nature (Bus Stand/Multi Level Parking/Building) each costing at least 50% of the estimated cost during the last 7 years as on 30.11.2018.

OR

Electrical Engineer: should have satisfactorily provided service of quality assurance for **3 (Three)** number of contracts of similar nature (Bus Stand/Multi Level Parking/Building) each costing at least 40% of the estimated cost during the last 7 years as on 30.11.2018.

Such services must have been provided to only Central/State Government departments, Central/State Autonomous bodies, Central/State Public Sector Undertakings/Public Sector organizations etc.

The key staff must be in the bidding firm/co., etc for the last three years.

33.1 Staff Substitution of Key Professional: During an assignment where key professionals are named in the contract, if substitution is necessary (for example, because of ill health or because a staff member proves to be unsuitable, or the member is no longer working with the bidder), the bidder shall propose other staff of at least the same level of qualifications for approval by the CEO/Cantt Board.

34. Reviews

The **Chief Executive Officer, Cantonment Board, Kasauli and the Engineer-in-Charge**, shall make Periodic Reviews of the Progress of the Work.

35 Law Governing the Contract

This Contract, its Meaning and Interpretation, and the Relation between the Parties shall be governed by the Applicable Law.

36 Language

This Contract shall be executed in English Language, which shall be the Binding and Controlling Language for all Matters relating to the Meaning or Interpretation of the Contract.

37 Commencement, Completion, Modification and Termination of Contract

38 Effectiveness of Contract

This Contract shall come into Effect from the Date when the Contract is signed by both the Parties.

39 Commencement of Services

The bidder shall commence the work on the date of commencement of construction work.

40 Expiration of Contract

The Contract shall terminate at the end of defect liability period of the project.

41 Extension of Time

The extension of time can be granted by the Cantonment Board/CEO if required due to the non-completion of the project due to some unavoidable circumstances.

42 Suspension

The CEO/Cantt Board may by Written Notice of Suspension to the bidders, suspend all Payments to the bidder hereunder if the bidder fail to perform any of his Obligations under

this Contract, including the carrying out of the Services, provided that such Notice of Suspension (i) shall specify the Nature of the Failure, and (ii) shall request the bidder to remedy such Failure within a period not exceeding thirty (30) days after receipt by the bidder of such Notice of Suspension.

43 Termination

43.1 By the Cantonment Board/CEO

The CEO/Cantt Board may terminate this Contract, by not less than thirty (30) days' Written Notice of Termination to the bidder, to be given after the Occurrence of any of the Events specified in tender document.

- (a) If the bidder does not remedy a Failure in the Performance of his Obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the CEO/Cantt Board may have subsequently approved in writing.
- (b) If the bidder (or any of their Members) becomes insolvent or bankrupt.
- (c) If, as the result of Force Majeure, the bidder is unable to perform a Material Portion of the Services for a period of not less than sixty (60) days ; or
- (d) If the bidder, in the Judgment of the CEO/Cantt Board has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract.
- (e) If the CEO/Cantt Board, in its sole discretion and for any Reason whatsoever, decides to terminate this Contract.

43.2 By the Consultant

The bidder may terminate this Contract, by not less than thirty (30) days' Written Notice to the CEO/Cantt Board, such Notice to be given after the Occurrence of any of the Events specified in Paragraphs (a) through (c) of this Clauses.

- a. If the CEO/Cantt Board fails to pay any money due to the Consultant pursuant to this Contract and not subject to Dispute hereof within forty five (45) days after receiving Written Notice from the Consultant that such Payment is overdue.
- b. If the CEO/Cantt Board is in Material Breach of its Obligations pursuant to this Contract and has not remedied the same with in forty five (45) days (or such longer period as the bidder may have subsequently approved in Writing) following the Receipt by the CEO/Cantt Board of the bidder's Notice specifying such Breach.
- c. If, as the Result of Force Majeure, the bidder is unable to perform a Material Portion of the Services for a Period of not less than sixty (60) days.

44. Cessation of Rights and Obligations

Upon Termination of this Contract or upon expiration of this Contract all Rights and Obligations of the Parties hereunder shall cease except

- i. Such Rights and Obligations as may have occurred on the Date of Termination or

- ii. Any Right which a Party may have under the Applicable Law.

45 Payment upon Termination

Upon Termination of this Contract pursuant to Clauses 43 of GC, the CEO/Cantt Board shall make the following payments to the Consultant.

- a. Remuneration pursuant for Services satisfactorily performed prior to the Effective Date of Termination.
- b. Except in the case of Termination pursuant to clause 43.1 of GC, Reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

46. Obligations of the Consultant

The bidder shall perform the Services and carry out his Obligations hereunder with all due Diligence, Efficiency and Economy, in accordance with generally accepted Professional Techniques and Practices, and shall observe Sound Management Practices, and employ Appropriate Advanced Technology and Safe Methods. The bidder shall always act, in respect of any Matter relating to this Contract or to the Services, as Faithful Advisers to the CEO/Cantt Board, and shall at all times support and safeguard the CEO/Cantt Board legitimate interests in any dealings with other parties.

- 47 “Conflict of interest”:** The bidding firm or their personnel must not have relationships or financial or business transactions with any official of Procuring Entity who are directly or indirectly related to tender or execution process of contract.

47.1 Conflict of Interest in Case of bidders

- i) The bidder is required to provide professional, objective and impartial advice, at all times holding the Procuring Entity’s interests paramount, strictly avoiding conflicts with other assignments or his/its own corporate interests and acting without any consideration for future work.
- ii) The bidder has an obligation to disclose to the Procuring Entity any situation of actual or potential conflict that impacts its/his capacity to serve the best interest of its client/ Procuring Entity. Failure to disclose such situations may lead to the disqualification of the bidder or termination of its/his contract during execution of the assignment.
- iii) The bidder shall not be hired under the circumstances set forth below:
 - a) Conflicting assignments:** bidders (including its experts or any of their affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the bidder for the same or for another Procuring Entity; and
 - c) Conflicting relationships:** A bidder (including its/his experts that has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in any part of: 1. the preparation of ToR for the assignment; 2. selection

process for the contract; or 3. supervision of the contract, may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the client throughout the selection process and execution of the contract.

47.2 Conflict of Interest: The bidder shall not receive any other remuneration from any source in connection with the same assignment except as provided under the contract.

47.3 Consultant not to benefit from Commissions, Discounts, etc.

The Remuneration of the bidder shall constitute the bidder's Sole Remuneration in connection with this Contract or the Services, and the bidder shall not accept for his own benefit any Trade Commission, Discount or similar Payment in connection with Activities pursuant to this Contract or to the Services or in the Discharge of their Obligations under the Contract, and the bidders shall use their best Efforts to ensure that the Personnel and Agents of either of them, similarly shall not receive any such Additional Remuneration.

47.4 Prohibition of Conflicting Activities

Neither the Consultant nor the Personnel shall engage, either directly or indirectly, in any of the following Activities.

- a. During the Term of this Contract, any Business or Professional Activities which would conflict with the Activities assigned to him under this Contract; or
- b. After the Termination of this Contract, such other Activities as may be specified in the tender document.

48. Bidder's Actions requiring Prior Approval

The bidder shall obtain the CEO/Cantt Board Prior approval in Writing before taking any of the following Actions.

- a. Entering into a Subcontract for the Performance contractor of any Part of the Services, it being understood (i) that the Selection of the Sub contractor and the Terms and Conditions of the Subcontract shall have been approved in Writing by the CEO/Cantt Board prior to the Execution of the Subcontract, and (ii) that the bidder shall remain fully Liable for the Performance of the Services by the Sub Contractor and its Personnel pursuant to this Contract.
- b. Any other Action that may be specified in the Tender Document.

49. Reporting Obligations

The bidder shall submit to the CEO/Cantt Board the Reports and Documents specified in tender document in the Form, in the Numbers, and within the Periods set forth in the said tender document.

50 Documents prepared by the bidder to be the Property of the Cantt Board

All Plans, Drawings, Specifications, Designs, Reports and other Documents and Software

submitted by the bidder in accordance with tender document shall become and remain the Property of the Cantt Board and the bidder shall, not later than upon Termination or Expiration of this Contract, deliver all such Documents and Software to the CEO/Cantt Board together with a Detailed Inventory thereof. The bidder may retain a Copy of such Documents and Software.

51 Removal and / or Replacement of Personnel

- a. Except as the CEO/Cantt Board may otherwise agree, no changes shall be made in the Key Personnel. If for any Reason beyond the Reasonable Control of the bidder, it becomes necessary to replace any of the Key Personnel, the bidder shall forthwith provide as a Replacement a Person of Equivalent or Better Qualifications.
- b. If CEO/Cantt finds that any of the Personnel have (i) committed Serious Misconduct or has been charged with having committed a Criminal Action, or (ii) have Reasonable Cause to be dissatisfied with the Performance of any of the Personnel, then the bidder shall, at the CEO/Cantt Board's Written Request specifying the Grounds therefore, forthwith provide as a Replacement a person with Qualifications and Experience acceptable to the CEO/Cantt Board.
- c. The bidder shall have no Claim for Additional Costs arising out of or incidental to any Removal and / or Replacement of Personnel.

52 Payment to the Consultant

52.1 Lump Sum Remuneration

The bidder's Total Remuneration shall be a Fixed Lump Sum including all Staff Costs, Sub Contractors Costs, Printing, Communications, Travel, Accommodation, and the like, and all other Costs incurred by the bidder in carrying out the Services described in the tender form.

53 Contract Price

The Contract Price is the approved quoted price of the selected bidder.

54 Payment for Additional Services

For the Purpose of Determining the Remuneration due for Additional Services as may be agreed by both the parties after approval of the CEO/Cantt Board.

55. Terms and Conditions of Payment

Payment will be made to the Account of the bidder and according to the Payment Schedule stated in the Tender document. The Payment shall be made on monthly basis on Receipt of the bills etc and within 90 days in the case of the final payment.

56. Terminating Services Prior to End of Contract

1. At times, a decision is taken to terminate a contract prior to its conclusion. This may be for various reasons, for example:

i) **Termination due to External factors:** External factors (like natural disasters) which are beyond the control of the bidder/service provider or the Procuring Entity;

ii) **Termination for convenience:** The Procuring Entity may also terminate a contract for convenience for reasons like shortage of budget;

iii) **Termination due to breach of contract:** Failure/inability of one party or the other.

57. Settlement of Disputes

57.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all Disputes arising out of or in connection with this Contract or its Interpretation.

57.2 Dispute Settlement

Any Dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after Receipt by one Party of the other Party's request for such Amicable Settlement may be submitted to President, Cantt Board, Kasauli. Decision of the President, Cantonment Board, Kasauli will be final, for any Disputes.

58. The Risks and the Coverages shall be:

- (i) The CEO/Cantt Board is not responsible for Third Party Motor Vehicle Liability Insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the bidder or their Personnel or any Sub Contractor or heir Personnel
- (ii) Insurance against any Loss of or damage to (i) Equipment purchased in whole or in part with Funds provided under this Contract (ii) the bidder's Property used in the Performance of the Services, and (iii) any Documents prepared by the bidder in the Performance of the service.

59. The bidder shall supervise and monitor the Work of the Contractor as per the Schedule or Time Frame agreed upon by both CEO/Cantt Board and Contractor. In respect of the Shortfall in Progress (reviewed every fortnight), assessed due to the Delay on Part of the working contractor. bidder shall initiate to CEO/Engineer-in-Charge who can take action against working contractor as per tender conditions.

60 The Bidder shall indemnify and hold harmless the Cantt Board against any and all claims demands and/or judgments of any nature brought against the Cantt Board arising out of the services by the bidder and its staff under the contract. The obligation under this clause shall survive the termination of the contract.

**CHIEF EXECUTIVE OFFICER, KASALI
(ANUJ GOEL)**

APPENDIX**APPLICATION OF CONTRACTORS/FIRMS/CO. ETC FOR PROVIDING CONSTRUCTION SUPERVISOR, CIVIL ENGINEER AND ELECTRICAL ENGINEER FOR THE WORK “CONSTRUCTION OF BUS STAND -CUM – MULTI LEVEL PARKING AT BUS STAND, KASAULI (H.P.)”****A). (UPLOAD PARTICULARS OF THE CONTRACTOR/FIRM/CO.**

1.	Name of the Contractor/ Firm/Co.	
2.	Address for communication.	
3.	Address of Registered Office/branch office (if other than above).	
4.	Telephone No.	
5.	Mobile No.	
6.	Fax No.	
7.	E-Mail Id.	
8.	Status/ Constitution of the firm/Co.	
9.	Name of the Proprietor/Head of the firm/Co.	
10.	Name of Directors/Partners and upload a copy of partnership deed.	
11.	Year of establishment and upload proof.	
12.	Registration number and date with the Registrar of Companies/ Registrar of Firms and upload a copy.	
13	List of registration/empanelment with Organizations/Departments and upload copies of Registration Certificates.	

14	The average Annual turnover during the last 3 years as on 31.03.2018 and upload Audited Balance sheets and Profit & Loss Accounts for the last three years.	
15	Values of Solvency Certificate issued by the Bankers to the Contractor and upload a copy.	
16	Name of Bank and Branch, which has issued Solvency Certificate.	
17	Income Tax Permanent Account Number and upload a copy of PAN card.	
18	GST number and date of issue and upload a copy.	
19	Specify the name of the individual/Organization & maximum value of contract/contracts satisfactorily completed in the last 7 years as on 30.11.2018 to anyone of the category mentioned below as per Terms & Conditions.	
i.	Central/State Government departments, Central/State Autonomous bodies, Central/State Public Sector Undertakings/Public Sector organizations etc.	
20	Furnish the names, Designation, address, Telephone number of three responsible persons who will be in a position to certify about the quality as well as past performance of your firm/ Co./ Organization.	

B). PARTICULARS OF MAJOR CONTRACTS OF CONSTRUCTION SUPERVISION AND QUALITY ASSURANCE OF BUS STAND / MULTI LEVEL PARKING/ BUILDING PROJECTS COMPLETED DURING THE LAST 7 YEARS AS PER ELIGIBILITY CRITERIA.

(Upload additional sheets for all works completed in the last 7 years)

Sr.No.	PARTICULARS	PROJECT - I	PROJECT - II	PROJECT - III
1.	Name and Address of the client			
2.	Type of Project – Commercial/Office/Institutional			
3.	Brief Description of the Project			
4.	Tendered value of Contract.			
5	Actual date of start of work			
6	Actual date of completion			
7	Name, Designation and Tel. No/Mobile No. of the officer in charge of the Project.			
8.	Was assignment satisfactorily completed.			

C) DETAILS OF TURNOVER

S.NO.	FINANCIAL YEAR	ANNUAL TURNOVER
1	2015 -16	
2	2016 -17	
3	2017 - 18	

Please upload a copy of

- Chartered Accountant's certificate for annual turnover for last 3 years along with Form 26-A showing TDS deducted from the payment.
- Audited Balance sheet for last 3 years.

Important Note: - The work should have been executed by the firm/Co. under the name for which the application is submitted.

Place:

Date:

DETAILS OF FORMS

FORM- F-1: Form of submission of Technical bid

FORM F-2: Details of key persons (to be uploaded separate for each key staff)

FORM F-3: Letter of submission of Financial bid

FORM F-4: Financial Bid

FORM F – 1

FORM OF SUBMISSION OF TECHNICAL BID

From:

(Name of Bidder)

To

The Chief Executive Officer,
Cantonment Board, Kasauli

Sir:

Services for Construction Supervision & Quality Assurance

We herewith enclose Technical bid for the above assignment. We undertake that, in competing for (and, if award is made to us, in executing) the contract for the above assignment, we will strictly observe the laws against fraud and corruption in force in India, namely “Prevention of Corruption Act 1988”

Yours faithfully,

Signature

Name

Address

.....
(Authorized representative)

FORM F - 2
SUGGESTED FORMAT OF CURRICULUM VITAE
FOR CONSTRUCTION SUPERVISOR, CIVIL ENGINEER AND
ELECTRICAL ENGINEER.

1. **Name:**
2. **Profession/ Present Designation:**
3. **Years with Firm/Organization:**
4. **Nationality:**
5. **Area of Specialization:**
6. **Proposed Position on Team:**
7. **Key Qualifications:**
7. **Education:**
8. **Experience:**

Signature of Staff Member

Date:.....

Place.....

FORM F – 3 (BOQ)

FORM OF SUBMISSION OF FINANCIAL BID

From:

(Name of Bidder)

To

The Chief Executive Officer,
Cantonment Board, Kasauli

Sir:

Services for Construction Supervision & Quality Assurance

We herewith enclose Financial bid for the above assignment.

We undertake that, in competing for (and, if award is made to us, in executing) the contract for the above assignment, we will strictly observe the laws against fraud and corruption in force in India, namely "Prevention of Corruption Act 1988"

Yours faithfully,

Signature:

Name:

Address.....

.....

(Authorized representative)

FORM F – 4 (BOQ)**FINANCIAL BID (TO BE UPLOADED)**

Designation	Name	Rate (Rs.) (per month)	Period (months)	Total Amount (Rupees)
(a) Construction Supervisor	12 months
(b) Civil Engineer	12 months
(c) Electrical Engineer	12 months
			
Total :-			