

60693 **OFFICE OF THE MUNICIPAL CORPORATION PANCHKULA**
Community Participation Short Term Notice inviting E - Tenders

Endst No. SE/MCPKL/2018/

Dated: - 02/02/2018

On behalf of Commissioner, Municipal Corporation, Panchkula tenders are invited on percentage rate and item rate tender through E-tendering on portal <https://haryanaeprocurement.gov.in> from contractors registered in relevant category with Municipal Corporation, Panchkula P.W.D. B&R, and Public Health Engineering Department, Irrigation Department, water resources department, Haryana State Agricultural & Marketing Board, HUDA and Panchayati Raj Department of Haryana or registered with any other Govt. Department or Govt. undertaking.

Sr. No	Name of Work	Est. Cost. (in lac)	Bid Document Fee+ e-Service fee	EMD for Contractor L/C Societies (Rs.)	Tender Download Start Date	Tender Download and submission End Date	Tender Opening Date	Time Limit
1.	Renovation of module interior work in CFC, Sector – 4 , Panchkula	30.50	2500/- + 1000/- = (3500)	61000 30500	03/02/2018 at 17.00 AM	09/02/2018 at 3.00 PM	09/02/2018 at 3.30 PM	1 Month

The Bidders can download the tender documents and terms and conditions from the Portal: <https://haryanaeprocurement.gov.in>

NOTE 1: If the tenders are cancelled or recalled on any grounds, the tender document fees & eservice fee will not be refunded to the agency.

Any resident of MC Panchkula who has stake in any of these works and wishes to be a member of the Citizen Supervisory Committee to be set up by the MC Panchkula for supervision of the execution of works on the ground, may submit their willingness giving name, address, academic qualification, professional experience and contact phone number to the undersigned by the date of submission of tender.

Sd/-
Executive Engineer
For Commissioner
Municipal Corporation, Panchkula

Terms and Conditions of Civil Works

1. Conditional Tender and tenders without earnest money are likely to be rejected.
2. Interested bidders can download the tender document online from website <https://haryanaeprocurement.gov.in>.
3. The Commissioner, Municipal Corporation, Panchkula reserves the right to reject or accept any tender in full or part even without assigning any reason.
4. The Payment for EMD can be made online directly through RTGS / NEFT and the bidder would remit the funds at least T + 1 day (Transaction + One working day) in advance to the last day and make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan.
5. The agency has to do the work strictly as per specification and further during the inspection of work/testing at any time in future by any Govt. Department/agency, if any deficiency in the work is noticed the agency "personally" will be responsible. The agency is liable to pay for any recovery if found against agency due to deficiency in the work executed by that agency. Moreover the agency will bear the loses personally without any excuses.
6. In case of any dispute the orders of worthy Commissioner Municipal Corporation, Panchkula will be final.
7. The final payment of agency will be made after receiving the satisfactory quality testing report and inspection of monitoring committee.
8. The quantity of work can be increased /decreased.
9. If at the time of submission of E-tenders, any error occurs due to technical reason of the website Municipal Corporation, Panchkula will not be responsible.
10. Agencies should note that online tenders will be only submitted at the fore said website <https://haryanaeprocurement.gov.in> as per the detail/instructions uploaded therein.
11. Further information can be obtained and scheduled of quantities, the detailed plans and specifications can be seen in the office during the office hours.
12. Tender should be quoted at a percentage above or below the rate in details of the estimate in the enclosed scheduled and the contractor should state the period within which he agrees to carry out the work.
13. Each Tenderer shall give proof to the entire satisfaction of the Executive Engineer concerned that he has in his possession Haryana P.W.D specification latest edition failing which his tender shall be liable to be rejected.
14. Rate should be quoted in words also, otherwise the tender can be rejected.
15. The successful tendered shall have to sign an affidavit to the effect that he has no relation or connection with firm contractor blacklisted by M.C PKL Corporation PKL of India, from time to time.

16. The earnest money deposited for the tender will not be returned to the contractors/firms till the acceptance of tender or three months, whichever is later.
17. **GST, PAN No.** should also be submitted by the contractor. GST and Income Tax will be deducted from the bills of contractor as per the instruction of the govt.
18. The quality control tests will be got done by department and the material for such tests will be supplied by the contractor free of cost. In case the material is not found up to the requirement, the same will be rejected. Cost of such tests will also be borne by contractor.
19. The final payment of agency will be made after receiving the sample report from authorized labs. and inspection of monitoring committee.
20. Any items of work not provided in the contract schedule of rates, if required to be executed will be paid as per Haryana PWD Schedule of rates 1988, together with the ceiling premium exhibited in the NIT for various Chapters subject to "premium or discount tendered by the contractor , where the item exist in Haryana PWD schedule of rates, 1988. The Deptt. Reserve the option to take away any item of work of any part thereof at any time during the currency of contractor and re allot to another contractor with due notice to the contractor without liability of compensation.
21. Contractor is required to provide cautionary measurement/sign boards etc. during execution of work, and he is fully responsible for any loss/compensation in case of accident, misshapen at the site of work.
22. The 3rd party inspection will be got done from NITTTR sector 26, Chandigarh or any of their approved source.
23. The Contractor has to start the work immediately and make an agreement with the Municipal Corporation, Panchkula within a week after receipt of the work order. It is responsibility of the Contractor.
24. The agency has to complete the work as per specification and within the stipulated time period.
25. The Contractor will be bound to follow all the conditions written in the tender form MW4, D.N.I.T. and tender notice.
26. No work will be executed in night hours.
27. Before starting the work the agency has to provide the samples of all the materials to be used in the execution of the work.
28. The Executing agency will be held responsible for any fault observed in the work within defect liability period starting from the date of completion of work applicable as mentioned in condition at Sr. No. 33 and the defects will be got rectified by the agency free of cost.
29. The department reserves full right to cancel the work order or impose a penalty on contractor if the contractor fails to complete the work within stipulated time limit for execution of work as prescribed in tender notice, due to lapse on the part of the contractor. No lame excuses made by the contractor for delay in completion of work will be considered by the department for the granting time extension.
30. If any dispute or difference of any kind whatsoever shall arise between the MC authorized representative of M.C. and the contractor in connection with or arising out of the contract, or the execution of the work i.e. (i) Whether before its commencement or during the progress of the work or after its completion (ii) And whether before or after the termination, abandonment or breach of the contract it shall in the first instance be referred for being settled by the Executive Engineer in Charge of the work at the time and Engineer In Charge shall within period of Sixty days after being requested in writing made by the contractor to do so convey his decision to the contractor and subject to arbitration as hereinafter provided , such decision in respect of every matter so referred, shall be final and binding upon the contractor. In case the work is already in progress the contractor will proceed with the execution of works on receipt of the decision by the Executive Engineer In Charge aforesaid with all due to diligence whether M.C. or authorized representative of M.C. or contractor requires arbitration as hereinafter provided for , or not if the Executive Engineer in Charge of work has conveyed his decision to the contractor and no claim to arbitration has been field with him by the contractor within a period of sixty days from the receipt of the letter communicating and will not be subject matter of arbitration at all.
31. If the executive In Charge of the work fails to convey his decision within a period of sixty days after being requested as aforesaid the contractor may within further sixty days of the expiry of first sixty days, after being requested, from the date on which request has been made to the Executive Engineer In charge request the Commissioner, M.C. Panchkula that the matters in dispute be relevant to arbitration, as hereinafter provided.
32. Civil works in which interlocking paver blocks are to be supplied by the agency/contractor, the agency/contractor will ensure that the interlocking paver blocks supplied at site of work should be of ISI make. After ensuring that it is ISI make, then only the payment will be released. Where ever Interlocking Paver Blocks with compressive strength of M-35 grade is being used, the contractor has to supply the registration certificate no. of ISI of the company from where the material is being procured. In addition to this contractor shall also submit certificate regarding the purchase of the Interlocking Paver Blocks from the manufactures before clearing the payment of executed work.
33. Defect liability period for Bitumen's roads would be 4 years, RMC works 5 years, paver blocks & Cement Concrete roads be 2 years for work costing more then 1 Lac and 6 month for work costing upto 1 Lac, New Major Building works (above Rs. 50 Lacs) 3 years and Building works (upto Rs 50 Lacs) 2 years and **other miscellaneous works be 6 months**. Defect liability period will start from the date of completion of work.

34. 10% amount of the work done will be deducted from all the running bills as Guarantee for any fault/damage observed in the works or Bank guarantee for 10% value of work done as security will required upto the completion of defect liability period applicable as mentioned in condition at **Sr. no. 33**.
35. Average Annual financial turnover for **tube well** during the last 3 years ending 31st March should be at least 50% of the estimated cost.
36. Experience for **tube well** would be of having successfully completed similar works during last 7 years ending 31st March 2017 should be either of the following:-
- a. Three similar completed works costing each not less than the amount equal to 40% of the estimated cost.
- OR
- b. Two similar completed works costing each not less than the amount equal to 60% of the estimated cost.
- OR
- c. One similar completed works costing not less than the amount equal to 80% of the estimated cost.

AND

One work of any nature (either part of above or separate one) costing not less than 40% of estimated cost with some Central/ State Government/Central Public Sector Undertaking

Sd/-
Executive Engineer
For Commissioner
Municipal Corporation, Panchkula