

HARYANA LIVESTOCK DEVELOPMENT BOARD
PASHUDHAN BHAWAN BAYS NO.9-12, SECTOR-2, PANCHKULA (HARYANA)
PH.:- 0172-2574663 E-MAIL:- hldb-hry@nic.in



STANDARD BIDDING DOCUMENT FOR CIVIL CONSULTANT 2019-2020

TENDER NO: HLDB/Civil Works Consultant/2019-2020/11

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Online tenders are invited in two stage bid system i.e. Technical bid and Financial Bid for providing consultancy services for carrying out all types of Civil, Electrical, Mechanical works for HLDB for two (2) years extendable for one year if the services are found satisfactory, as per the details given below in Schedule-A

SCHEDULE-A

Sr. No.	PARTICULARS	REMARKS
1	Tender Notice No.	11/2019-20
2	Superscribed No. of Tender.	HLDB/Civil Works Consultant/2019-2020/11
5	Online Bid Preparation & submission.	09.08.2019 to 27.08.2019 upto 2:00 PM
6	Date & time of opening of Technical Bids/s	27.08.2019 at 2:30 PM
7	Date & time of opening of Financial Bids/s	To be decided after processing the technical bids
8	Tender Fee:	
	(I) For Haryana based manufacturing Micro and Small Enterprises (MSEs) & Khadi Village Industries Unit eligible as per the "Haryana State Public Procurement Policy for MSME -2016" notified vide G.O. No. 2/2/2016-4I BII(1) dated 20-10-2016	NIL
	(II) For remaining bidders both from the Haryana and Non Haryana	Rs. 5000/-
9	Earnest Money Deposit (EMD) required:	
	(I) For Haryana based manufacturing Micro and Small Enterprises (MSEs) & Khadi Village Industries Unit eligible as per the "Haryana State Public Procurement Policy for MSME -2016" notified vide G.O. No. 2/2/2016-4I BII(1) dated 20-10-2016	NIL
	(II) Central or Haryana Public Sector Enterprises and "approved sources" as declared by the Industries Department, Haryana	NIL
	(III) For remaining bidders both from the Haryana and Non Haryana	Rs. 1,00,000/-
10	E-Service Fee	Rs. 1000/-
11	Date and time of receipt of samples (if required)	N.A
12	Rates to be kept valid for acceptance upto:	90 days from the opening of financial bid

A. The services required:

Haryana Livestock Development Board proposes to carry out certain civil works at various locations in Haryana and is looking for the Consultant who is an expert and specializes in the field of Architectural-cum Structural Consultancy.

Haryana Livestock Development Board would appoint the Consultant to provide Architectural cum Structural Consultancy for carrying out civil, electrical and water supply works in its units from time to time as mentioned under:

- 1) New Office Building.
- 2) Renovation of existing buildings.
- 3) New sheds for animals.
- 4) Renovation of sheds.
- 5) Construction of stores, warehouse and other structures as per the requirement from time to time.
- 6) Area drainage, roads, street lights, sewage, water supply etc.
- 7) Renovation of Bull house.
- 8) Any other work required from time to time as per the requirements of HLDB.

Bidders are invited to submit technical and financial proposals for consultancy services required for works viz preparation of design/drawing, estimates as per HSR, inspection and supervision of the works and any other work under relevant scheme, which could form the basis for future negotiations and ultimately a contract between your firm and Haryana Livestock Development Board, Panchkula.

B. Scope of Work:

The scope of work shall be as under:

- 1) To prepare the preliminary Architectural & Structural designs, estimate of cost in consultation with Haryana Livestock Development Board and to examine and amend, modification if necessary.
- 2) To examine and amend, modification if necessary to available detailed working drawings for execution.
- 3) To examine and amend, modification if necessary to available and design the reinforced concrete and steel structures and other buildings based on architectural drawings.
- 4) To work out and prepare estimate of quantities for all civil& structural work along with specification and also prepare tender document.
- 5) To depute a full time engineer at site with Degree / Diploma in Civil Engineer with at least three / five years experience and main consultant himself will be required to visits the site periodically.
- 6) To provide four sets of complete working modified drawing during execution and two sets (in hard as well as soft copies) on completion of work after incorporating changes effected in actual execution.
- 7) To prepared bid documents on behalf of HLDB in appointment of contractors for carrying scrutiny of all bills.

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- 8) Full time supervision and billing of the work done by the contractor including the quality control.
- 9) Verification of bills of the contractor (s) as per actual works carried out in response to the works allotted.

1.0 ARCHITECTURAL-CUM-STRUCTURAL CONSULTANT'S SERVICES -

- 1.1 The Consultant shall take HLDB's suggestions, prepare architectural plan and structural designs, prepare working drawings, nominate and instruct Contractor (s) (if any) subject to consent of the HLDB, prepare for the Contractor four copies of the execution drawings and other particulars and such further details as necessary for the proper execution of the works. The consultant shall also submit specification for any new or deviated items, if called upon to do so in writing, without any additional cost.
- 1.2 The Consultant shall analyze and design the reinforced concrete and steel structures and other buildings based on architectural design and those supplied by the equipment suppliers, using the latest technology and latest relevant IS codes. The design of the structures shall be earthquake resistant pursuant to relevant zones and as per the provisions of IS code. A confirmation to this effect should be furnished by the consultant on the drawings. The design calculations shall be provided by the Consultant to HLDB, if HLDB so desires. As and when the design calculations are required to be submitted to HLDB, the Consultant shall be paid an additional sum of money over the agreed fees and the amount for such additional payment will be on mutually agreed basis.
- 1.3 The Consultant shall prepare the schedule of quantities in consultation with HLDB of all the items, including new / deviated items, rate analysis for major items (items for which rate analysis to be prepared will be decided by HLDB) for arriving at the cost estimates to be incorporated in the tenders, for which no additional fee shall be paid.
- 1.4 The Consultant shall work out and inform the appropriate quantities of steel and cement required in the structural elements.
- 1.5 Consultants shall help HLDB in inviting the bids for the appointment of contractors for carrying out the works as envisaged after proper bid evaluation
- 1.6 Carry out full time supervision through a qualified civil engineer with Diploma /Degree in civil engineering with three years experience and periodical visits of main consultant to the site.
- 1.7 Additional services as defined in the conditions of engagement exclusive of the services enumerated in Clause 2.0. On completion of such supervision, the Consultant shall submit a report on the observations made and recommendations suggested along with their bill for travelling expenses.
- 1.8 The Consultant shall also be responsible for preparation and furnishing working drawings in respect of electrification, internal and external water supply and sanitary installation, landscaping, if requested in writing, in which case all the terms of this agreement would apply thereto.
- 1.9 The Consultant shall prepare and supply the following for consultancy services rendered:

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(a) Four sets (hard copy) of complete working / execution drawings prepared on AUTOCAD & a soft copy of the same (on CD) giving full details which are necessary for the proper execution of the works.

(b) Two sets of final completion (as executed) drawings (hard copy) prepared on AUTOCAD, incorporating changes effected in actual execution & a soft copy of the same (on CD).

- 1.10 The Consultant shall on completion of the works supply a set of drawings for preparation of record plans to HLDB.
- 1.11 Assist and provide necessary help to the project authority in obtaining approval of building plan if any and all statutory approvals related to structures designed by the Consultant, from local authorities including completion certificate. The statutory fees in this regard shall be paid by HLDB.
- 1.12 If the Consultant is caused extra drawing & design work or put to other expenses due to changes ordered by the HLDB or due to the delinquency or insolvency of the Contractor or as a result of damage by fire or natural calamity or for any reasons whatsoever without their fault, they shall be equitably paid for such expenses and services involved, at the discretion of HLDB.

However, minor corrections may not be charged for by the Consultant.

2.0 DRAWINGS

- 2.1 Apart from the four copies of the execution drawings and two sets of completion (as executed) drawings referred in Clause 1.0 above, the Consultant shall supply additional copies of all drawings without any extra cost to the HLDB for submission to the various local authorities like Municipality, Factory Inspectorate etc., as per the requirement of statutory authorities.

3.0 TIME LIMIT FOR COMPLETION OF WORK

- 3.1 On signing the agreement, the Consultant will prepare a time schedule for completion of the drawings in consultation with the HLDB. This time schedule shall be strictly adhered to by the Consultant. The Consultant will be responsible for the claims raised by the Constructing Agency / Project Authority for delay in supply of required drawings.

4.0 CONDITIONS OF ENGAGEMENT

- 4.1 The Consultant shall visit the site for inspection at the instance of the HLDB, to check that the works are being executed fully in accordance with the drawings and the specified quality of finish is being obtained, but constant supervision does not form part of the duties undertaken by them. The consultant will ensure to HLDB & its technical committee that work is carried out strictly in accordance with the drawings and specifications once they have been approved and accepted.

5.0 OUTPUTS OF THE CONSULTANCY

The Consultant shall prepare and supply the following for consultancy services rendered:

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- a. To finalize after modification if necessary the available preliminary Architectural & Structural designs, estimate of costs and submit schematic designs/drawings on its approval by HLDB.
- b. To finalize after modification if necessary the available and design the reinforced concrete and steel structures and other buildings based on architectural drawings. To work out and prepare estimate of quantities for all civil & structural work along with specification and also prepare tender document and submit tender drawing and furnishing schedule of quantities and prepare tender documents after approval from HLDB and submit the same.
- c. Prepare detailed working drawings for execution and submit execution drawings after obtaining approval from HLDB to carry out the civil & structural work.
- d. To provide two sets of complete drawing (hard as well as soft copies) on completion of work after incorporating changes effected in actual execution.
- e. Carry out full time supervision through a qualified civil engineer with Degree/Diploma in civil engineering with three/five years experience and periodical visits of the main consultant to the site.

C. In order to obtain first hand information on the assignment and the local conditions, it is considered desirable that a representative of firm visit **Haryana Livestock Development Board** before the proposal is submitted. The representative of the firm shall meet the following officials:

- **Dr. S.K. Bagoria, Chief Superintendent, Govt. Livestock Farm, Hisar.**
- **Contact No. 09416133133, E-mail:- chiefsuperintendent13@gmail.com.**

Please ensure that advance intimation regarding the visit is sent to enable him to make appropriate arrangements.

D. The Submission of Proposals: The proposals shall be submitted in two parts, viz., Technical and Financial and should follow the form given in the "Supplementary Information for Consultants."

E. Deciding Award of Contract

Negotiation committee will determine whether the Financial Proposals are complete [i.e., whether they have cost all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price], correct any computational errors. The evaluation shall exclude local taxes. The Client will select the lowest proposal ['evaluated' price] among those that passed the minimum technical score and invite them for negotiations.

During negotiations the consultant must be prepared to furnish the detailed cost break-up and other clarifications to the proposals submitted by him, as may be required to adjudge

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the reasonableness of his price proposals. If the negotiations with this consultant are successful, the award will be made to him and all other consultants notified. If negotiations fail, and if it is concluded that a contract with reasonable terms cannot be concluded with this consultant, the consultant quoting second lowest cost will be invited for negotiations. This process will be repeated till an agreed contract is concluded.

- F.** Please note that **HLDB, Panchkula** is not bound to select a firm submitting proposal.
- G.** It is estimated that about 24 months of service will be required for the assignment and generally the bidders should base their financial proposal on this figure. However they should feel free to submit their proposal on the basis on man-month considered necessary by them to undertake the assignment. The total cost of civil and other works will be approximately 50.00 Crore at various locations within Haryana which may increase or decrease.
- H.** Bidders are requested to hold their proposal valid for 90 days from the date of submission without change the proposal for the assignment and proposed price. The HLDB Panchkula will make its best efforts to select a consultant within this period.
- I.** Please note that the cost of preparing a proposal and negotiating a contract including visit to HLDB Panchkula if any is not reimbursable as a direct cost of the assignment.
- J.** Assuming that the contract can be satisfactorily concluded in 90 days from WO, bidders can be expected to take up/commence with the assignment in 30 days. Two (02) years is the period of contract, however extendable for one year if the services are found satisfactory.
- K.** Any manufacturing or construction firm with which the bidder might be associated with, will not be eligible to participate in bidding for any goods or works resulting from or associated with the project of which this consulting assignment forms a part.
- L.** Please note that if the bidder consider that his firm does not have all the expertise for the assignment, there is no objection to his firm associating with another firm to enable a full range of expertise to be presented. However the ventures between firm at the shortlist are not permitted except with the prior approval of HLDB, Panchkula. The request for the joint venture should be accompanied with full details of the proposed associates.
- M.** Please note that the remuneration which the bidder receive from the contract will be subject to normal tax liability as per law of India. Kindly contact the concerned tax authorities for further information in this regard if required.
- N.** **The following documents are enclosed to enable the bidders to submit their proposals:**
- (i) Terms and conditions for consultant bidders (Annexure-1)
 - (ii) Draft Contract for Consultants' Services under which the services will be performed (Annexure-2).
 - (iii) Description of Services (Annexure-3)
 - (iv) Consultants reporting Obligations (Annexure-4)
 - (v) Instructions to bidder on Electronic Tendering System (Annexure-5)
 - (vi) Additional Instructions to the Tenderers (Annexure-6)
 - (vii) Declaration by the Bidder Regarding Qualification (Annexure-7)

SUPPLEMENTARY INFORMATION FOR CONSULTANTS Proposals

- (1) Proposals should include the following information:
- (a) Technical Proposal
 - (i) A brief description of the firm/organization and an outline of recent experience on assignments / projects of similar nature executed during the last 5 years in the format given in Form F-2.
 - (ii) Any comments or suggestions of the consultant on the Terms of Reference (TOR).
 - (iii) The firm /organization should have completed at least three projects of similar nature of minimum construction works value of Rs. 20.00 Crores each. These work projects should have been completed in the Government / PSUs/Universities only.
 - (iv) The firm / organization should have the average annual financial turnover of Rs. 300 Lakh in the last three financial years (the certificate from CA to be attached).
 - (v) The composition of the team of personnel which the consultant would propose to provide and the tasks which would be assigned to each team member in Form F-3.
 - (vi) Curricula Vitae of the individual key staff members to be assigned to the work and of the team leader who would be responsible for supervision of the team. The curricula vitae should be duly signed by the concerned personnel.
 - (vii) The consultant's comments, if any, on the data, services and facilities to be provided by Haryana Livestock Development Board indicated in the Terms of Reference (TOR).
 - (viii) Banker Name and Address
 - (ix) GST No.
 - (x) Pan No.
 - (xi) Tax Clearance Certificate
 - (b) Financial Proposals:- The financial proposal of price bid is to be submitted online.
- (2) Contract Negotiations
- The aim of the negotiation is to reach an agreement on all points with the consultant and initial a draft contract by the conclusion of negotiations. Negotiations commence with a discussion of Consultant's proposal, the proposed work plan, staffing and any suggestions you may have made to improve the Terms of Reference. Agreement will then be reached on the final Terms of Reference, the staffing Plans and the bar chart, which will indicate personnel, periods in the field and office, man-months, and reporting schedule. Based on this adjustments necessary will be discussed and agreed.
- (3) Contracts with Team Members. Bearing in mind that rates are negotiable, firms are advised against making firm financial arrangements with prospective team members prior to negotiations.
- (4) Nomination of Experts
- Having selected a firm partly on the basis of an evaluation of personnel presented in the firm's proposal, Haryana Livestock Development Board, Panchkula expects to negotiate a

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contract on the basis of the experts named in the proposal and, prior to contract negotiations, will require guarantees that these experts shall, in fact, be made available. As the expected date of mobilization is given in the letter inviting proposals, Haryana Livestock Development Board, Panchkula will not consider substitution after contract negotiations, except in cases of unexpected delays on the starting date or incapacity of an expert for reasons of health, or leaving the firm. The desire of a firm to use an expert on another project shall not be accepted for substitution of personnel.

- (5) The Consultants should note that the Contract for this study will be with Haryana Livestock Development Board, Panchkula. Payments to the Consultants will be made in accordance with an agreed estimated schedule, assuring the Consultants of regular deposits as long as work proceeds as planned and invoices with relevant supporting documents are submitted for approval on a timely basis.

- (6) Review of reports

A review committee (to be restricted to three members) consisting of following officers of the Haryana Livestock Development Board, Panchkula will review all reports of consultants (Monthly, Quarterly and Annual Reports) and suggest any modifications/changes considered necessary within 15 days of receipt.

REVIEW COMMITTEE FORMATION

1. Managing Director, HLDB, Panchkula.
2. Chief Superintendent, GLF, Hisar.
3. Xen, PWD & BR, Haryana.

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FORM F-1

From

To

Sir:

Hiring of Consultancy services for _____ of — — — — Regarding

I/We _____ consultant/consultancy firm/organization herewith enclose Technical and Financial Proposal for selection of my/our firm as consultant for — — — — —.

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

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

Yours faithfully,

Signature: _____

Full name _____

and address: _____

(Authorized Representative)

FORM F-2

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING
LAST 3 YEARS

1. Brief Description of the Firm/Organization:

2. Outline of recent experience on assignments of similar nature:

<u>Sl.No.</u>	<u>Name of assign-ment</u>	<u>Name of project</u>	<u>Owner or sponsoring authority</u>	<u>Cost of assign-ment</u>	<u>Date of commencement</u>	<u>Date of completion</u>	<u>Was assign-ment satisfactorily completed</u>
1	2	3	4	5	6	7	8

Note: Please attach certificates from the employer by way of documentary proof. (Issued by the Officer of rank not below the rank of Superintending Engineer or equivalent.)

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FORM F-3

LIST OF TECHNICAL AND ADMINISTRATIVE PERSONNEL TO BE INVOLVED
FOR THE WORK

Sr. No.	Designation	Total Number	Name	Qualification Minimum Required	Professional experience and details of work carried out	Remarks
1	2	3	4	5	6	7
1	Team Leader (Permanent Staff)					
2	Architect (Permanent Staff)					
3	Civil Engineer (Permanent Staff)					
4	Quantity Surveyor (Permanent Staff)					
5	Landscape Consultant					
6	Structural Engineers					
7	Electrical Engineer & Fire Fighting Expert					
8	HVAC Engineers					
9	Public Health Engineer					

Note:- For column '6', the CVs of individuals to be attached.

Contract for Consulting Services
Small Assignments

THIS CONTRACT (“Contract”) is entered into this [starting date of assignment] _____ day of _____, 20 _____, by and between _____ (“the Client”) having its principal place of business at _____, and _____ (“the Consultants”) having their principal office located at _____.

WHEREAS, the Client wishes to have the Consultants performing the services hereinafter referred to, and

WHEREAS, the Consultants are willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services:

- (i) The Consultants shall perform the services specified in Annexure 3, “Description of Services” which is made an integral part of this Contract (“the Services”).
- (ii) The Consultants shall provide the reports listed in Annexure 4, “Consultants’ Reporting Obligations”, within the time periods listed in such Annex.
- (iii) The Client may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration. In such case, every effort will be made to give, as early as possible, notice of any changes. In the event of termination, the Consultants shall be paid for the services rendered for carrying out the assignment to the date of termination, and the Consultant will provide the Client with any reports or parts thereof, or any other information and documentation gathered under this Contract prior to the date of termination.

2. Term:

The Consultants shall perform the Services during the period commencing from WO and continuing through _____, or any other period as may be subsequently agreed by the parties in writing.

3. Payment:

A. Ceiling:

For services rendered pursuant to Annexure- 3, the Client shall pay the Consultants an amount plus applicable service tax. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligations that may be imposed on the Consultants.

B. Payment Conditions:

Payment shall be made in Indian Rupees, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

The mode of payments to be made in consideration of the work to be performed by the consultant shall be as follows.

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Particular	Schedule of Payment
Retainer On appointment/signing of Agreement/Acceptance of offer	5% of the total fees payable, adjustable at the last stage.
Stage 1 On submitting conceptual designs and rough estimate cost	5% of the total fees payable
Stage 2 On submitting the required preliminary scheme for the Client's approval along with the preliminary estimate of cost	5% of the total fees payable
Stage 3 On incorporating Client's suggestions and submitting drawings for approval from the Client/statutory authorities, if required. Upon Client's / statutory approval necessary for commencement of construction, wherever applicable.	10% of the total fees payable 5% of the total fees payable
Stage 4 Upon preparation of working drawings, specifications and schedule of quantities sufficient to prepare estimate of cost and preparation of tender documents.	10% of the total fees payable
Stage 5 On inviting, receiving and analyzing tenders; advising Client on appointment of contractors	10% of the total fees payable
Stage 6 On submitting working drawings and details required for commencement of work at site. On completion of 40% of the work On completion of 50% of the work On completion of 90% of the work	10% of the total fees payable 10% on completion of 40% work. 10% of the total fees payable 10% of the total fees payable

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Stage 7 On submitting Completion Report drawings for issuance of completion/ occupancy certificate by statutory authorities, wherever required and on issue of as built drawings	10% of the total fees payable and retainer
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Note: All payments shall be made on submission of pre-receipted bills by the consultants in quadruplicate for respective stages.

4. Project Administration:

A. Coordinator:

The Client designates Dr. Sunil Kumar as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and forwarding invoices for payment, and for acceptance of the deliverables by the Client.

B. Timesheets:

During the course of their work under this Contract, including field work the Consultants' employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts:

The Consultants shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

5. Performance Standard:

The Consultants undertake to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality:

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. Ownership of Material:

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultants for the Client under the Contract shall belong and remain the property of the Client. The Consultants may retain a copy of such documents and software; but shall not use them for purposes unrelated to this contract without prior written approval of the Client.

8. Consultants not to be engaged in certain activities:

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

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9. Insurance:

The consultant will be responsible for appropriate insurance coverage. In this regard, the consultant shall maintain workers compensation, employment liability insurance for their staff on the assignment. The consultant shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the consultant or its staff as per the Indian Laws. The consultant shall provide the Haryana Livestock Development Board, Panchkula with certification thereof upon request.

10. Assignment:

The Consultants shall not assign this Contract or sub contract or any portion of it without the Client's prior written consent.

11. Termination: The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through(d) of this Clause:

- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If the Consultant, in the judgment of the Client or the World Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing World Bank's sanctions procedures) in competing for or in performing the Contract.
- (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

12. Law Governing Contract and Languages:

The Contract shall be governed by the laws of Union of India and the language of the Contract shall be English.

13. The consultant shall indemnify and hold harmless the Haryana Livestock Development Board against any and all claims, demands, and/or judgments of any nature brought against the Haryana Livestock Development Board arising out of the services by the Consultant and its staff under this Contract. The obligation under this paragraph shall survive the termination of this Contract.

14. Taxes

The consultant shall pay the taxes, duties, fee, levies and other impositions levied under the Applicable law and the Client shall perform such duties, in regard to the deduction of such tax, as may be lawfully imposed.

15. Dispute Resolution

If any question, difference or objection whatsoever shall arise, in any way connected with or arising out of this instrument or the meaning or operation of any part there or the rights duties or liabilities or either party than save in so far as the decision of any such matter is herein before provided for and has been so decided every such matter including whether its decision has been otherwise provided for and/or whether it has been finally decided accordingly in whether the contract should terminated or has been rightly terminated in whole or part and as regards the rights and obligations of the parties as the result of such termination, shall be referred for arbitration to any Officer appointed by the Board and his decision shall be final

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and binding and where the matter involves a claim the amount if any awarded in such arbitration shall be recoverable in respect of the matters so referred. -

- “15 (a) The Arbitrator and his subordinate Staff shall be paid a fee of Rs.2500/- per hearing subject to a maximum of Rs.20,000/- in each case provided that out of this amount 20% will be payable to his staff. The Arbitration fee will be borne equally by the Govt. and by the party concerned. The parties, other than the Govt. shall deposit their share in shape of call Deposit receipt in favour of Managing Director, Haryana Livestock Development Board, Panchkula before the announcement of award by the Arbitrator. In case, the arbitration proceedings are conducted ex-parte and the award is announced against the Govt then entire amount shall be payable by the Managing Director, Haryana Livestock Development Board, Panchkula but where the ex-parte award is announced in favour of the Govt. the share of the opposite party shall from part of claim and shall be recoverable from the said party.”

FOR THE CLIENT
Haryana Livestock Development Board, Panchkula.

FOR THE CONSULTANTS

Description of Services.

- 1) To prepare the preliminary Architectural & Structural designs, estimate of cost in consultation with Haryana Livestock Development Board and to examine and amend, modification if necessary.
- 2) To examine and amend, modification if necessary to available detailed working drawings for execution.
- 3) To examine and amend, modification if necessary to available and design the reinforced concrete and steel structures and other buildings based on architectural drawings.
- 4) To work out and prepare estimate of quantities for all civil& structural work along with specification and also prepare tender document.
- 5) To depute a full time engineer at site with Degree / Diploma in Civil Engineer with at least three / five years experience and main consultant himself will be required to visits the site periodically.
- 6) To provide four sets of complete working modified drawing during execution and two sets (in hard as well as soft copies) on completion of work after incorporating changes effected in actual execution.
- 7) To prepared documents of the bids from the contractors on behalf of HLDB in appointment of contractors for carrying/scrutiny of all bills.
- 8) Full time supervision and billing of the work done by the contractor including the quality control.
- 9) Verification of bills of the contractor (s) as per actual works carried out in response to the works allotted.

Consultants reporting Obligations

As Per Term of Reference (TOR)

Deliverables: You will submit the sketches, layouts and drawing etc. as under.

- 1) To prepare the preliminary Architectural & Structural designs, estimate of cost in consultation with Haryana Livestock Development Board and to examine and amend, modification if necessary.
- 2) To examine and amend, modification if necessary to available detailed working drawings for execution.
- 3) To examine and amend, modification if necessary to available and design the reinforced concrete and steel structures and other buildings based on architectural drawings.
- 4) To work out and prepare estimate of quantities for all civil& structural work along with specification and also prepare tender document.
- 5) To depute a full time engineer at site with Degree / Diploma in Civil Engineer with at least three / five years experience and main consultant himself will be required to visits the site periodically.
- 6) To provide four sets of complete working modified drawing during execution and two sets (in hard as well as soft copies) on completion of work after incorporating changes effected in actual execution.
- 7) To prepared documents of the bids from the contractors on behalf of HLDB in appointment of contractors for carrying/scrutiny of all bills.
- 8) Full time supervision and billing of the work done by the contractor including the quality control.
- 9) Verification of bills of the contractor (s) as per actual works carried out in response to the works allotted.

Instructions to bidder on Electronic Tendering System

The Bidders can download the tender documents from the Portal: <https://etenders.hry.nic.in>

1. Instruction to bidders on Electronic Tendering System:-
 - i. **Registration of bidders on e-Procurement Portal:-**
Detailed instructions may be seen under “Help for Contractors” option available on Home Page of NIC e-Procurement Portal i.e <https://etenders.hry.nic.in>.
 - ii. **Information about Digital Certificate:-**
Detailed instructions may be seen under “Information about DSC” option available on Home Page of NIC e-Procurement portal i.e <https://etenders.hry.nic.in>.
 - iii. **Instruction about Online Payment of Tender Document Fee/e-Service Fee/Earnest Money:**
Bidders have to pay Earnest Money Deposit (EMD), tender Document fees & e-Service Fees online only as applicable. For detailed instructions refer to FAQ for Online Payment available at Home page of NIC e-Procurement portal i.e <https://etenders.hry.nic.in>.
 - iv. **Important Instructions & Help manual for online bidding:**
Detailed instructions may be seen under “ Bidders Manual Kit” option available on Home page of NIC e-Procurement Portal i.e <https://etenders.hry.nic.in>.
 - v. **Other General issues:**
Solutions of general queries may be seen under “FAQ” option available on Home Page of NIC e-Procurement Portal i.e <https://etenders.hry.nic.in> .
2. The Bidders shall have to pay for the Tender Documents Fee, EMD Fees & e-Service Fee online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between bidders and online payment authorization networks.
3. Intending bidders will be mandatorily required to sign-up online (create user account) on the website <https://etenders.hry.nic.in> to be eligible to participate in the e-Tender. In case the intended bidder fails to pay Tender Fee, e-Service Fee and EMD Fee (combined together) under the stipulated time frame, he/she shall not be allowed to submit his/ her bids for the respective event/ Tenders.
4. In case of payment of Tender Fee, e-Service Fee and EMD Fee through RTGS/ NEFT, the interested bidders must remit the funds at least T+1 working day (Transaction + One Day) in advance i.e. on or before **23.08.2019** and make payment via RTGS/NEFT to the beneficiary account number specified under the online generated challan. The intended bidder/ Agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/ Tenders at <https://etenders.hry.nic.in>
5. However, the details of the EMD, Tender document Fee & E – Service Fee are required to be filled/ provided at the time of online Bid Preparation.
6. Online Technical Envelope—Reference details of the Earnest Money Deposit, Tender Document Fee & e - Service Fee instrument and scanned copies of supporting documents and QR/technical criteria with proper index and page numbering on all the documents have to be provided as per **Annexure-IA** of this document.
7. If the tenders are cancelled or recalled on any grounds, the Tender Document Fee and e-Service Fee will not be refunded to the bidder

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Annexure-6

Additional Instructions to the Tenderers

1. During the year _____ as called for in tender notice, the quotations must reach the Managing Director, Haryana Livestock Development Board, Panchkula
2. It will be a two stage tendering. Technical tenders and Financial/ Commercial tenders will have to be submitted separately on line portal.
3. In the event of quotations being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, or in the case of a company, the quotations should be executed in the manner laid down in the said company's Articles of Association. The signatures on the quotations shall be deemed to be authorized signatures. .
4. All corrections must be signed by the tenderers.
5. The tenderers shall deposit as earnest money **online**.
6. The Earnest money DETAILS must accompany the tender form without which offer will not be considered. The said amount will be considered as forfeitable to the Board if the successful tenderer fails within the time fixed by the Managing Director, Haryana Livestock Development Board, Panchkula, either to sign the contract as per terms contained in the invitation for tender, tender form and conditions of contract referred to in the invitation or to deposit security referred to in clause 7 below.
7. The successful tenderers shall be required to deposit security amount for due performance of the contract in the form of Demand Draft/Bank Draft pledged in favour of Managing Director, Haryana Livestock Development Board, Panchkula as under :—

Sr. No.	Type of Firm/Enterprises	Value of Performance Security Deposit
1	Haryana based firms:- (i) # Haryana Based Micro and small Enterprises (MSEs) (ii) Haryana based other firms/enterprises	(i) @0.2% of the order value or estimated value of Rate Contract (where maximum value of rate contract (RC) is indicated, it will be on the basis of the same) (ii) @2% of the order value or estimated value of Rate contract where maximum value of rate contract (RC) is indicated, it will be on the basis of the same)
2	Other States/UTs based firms	@ 5% of the order value or estimated value of Rate Contract (where maximum value of rate contract (RC) is indicated, it will be on the basis of the same)

8. The earnest money will be adjustable towards security. The successful tenderers shall required to deposit requisite amount of security within ten days from the date of issue of a acceptance letter

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sent under Registered cover. In case they fail to do so the ORDER IS LIABLE TO be CANCELLED. The amount of security shall be forfeited to the Board, if the successful tenderers fails to deposit the due performance security of the contract”.

10. The Managing Director, Haryana Livestock Development Board, Panchkula will have the right of rejecting all or any of the quotations without assigning any reason.
11. No tender will be considered unless and until all the documents are properly signed.
12. The quotations will be regarded as constituting an offer or offers open to acceptance in whole or in part or parts at the discretion of Managing Director, Haryana Livestock Development Board, Panchkula.
13. In the event of tender being accepted, the quotations will be converted into contract which will be governed by the conditions in pages (4 to 11) read with these instructions.

Read and accepted.

Signature of the Tenderer's

Declaration by the Bidder Regarding Qualification

Technical Bid

In relation to my/our Bid submitted to HLDB For procurement ofvide their notice Inviting Bid No.Dated I/we hereby declare as under:-

1. I/we possess the necessary professional, technical, financial and managerial resource and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the union and the state Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct of the making of false statement of misrepresentations as to my/our qualification to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

Date:

Signature of Bidder

Place:

Name:

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Annexure-8

Undertaking by the Bidder Regarding Execution of Agreement

I/We hereby quote to supply the goods and materials specified in the underwritten schedule in the manner in which and within the time specified as set forth in the conditions of contract at page 04 to 08 at the rates given in the schedule below. The conditions on page 04 to 08 will be binding upon me/us in the event of the acceptance of my/our tender.

I/We herewith deposit a sum of Rs. _____ as Earnest Money and should I/We fail to execute an agreement embodying the said conditions and deposit Earnest Money as laid down in the form within 10 days of the acceptance of my/our tender. I/We hereby agree that the above sum of Earnest Money shall be forfeited by Managing Director, Haryana Livestock Development Board, Panchkula.

Signature _____

Address _____

N.B.— This undertaking is to be given on the letter head of the firm.

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Annexure-IA

The Technical Bids should contain detailed information on the following:-

Sr. No.	Name of the document	Status of Submission (Yes/No)	Page Number as per numbering given to the technical bid documents uploaded on the portal
1	GST registration No.		
2	Copy of PAN/ TAN No.		
3	An undertaking that the firm has not been black-listed/debarred during the last 3 years by any State / Central Govt./ Autonomous organization/ PSU etc.		
4	Copies of latest income tax returns of the bidders/ firm/company for the last 3FY must be submitted (2015-16, 2016-17, 2017-18).		
5	The bidder must have Rs. 300 lakhs average turnover in last three years i.e.FY. 2015-16, 2016-17, 2017-18. Copies of audited P&L accounts/balance sheets must be submitted.		
6	Undertaking by the Bidder Regarding Execution of Agreement as per Annexure-2		
7	Proof of experience on assignments / projects of similar nature executed during the last 5 years		
8	At least three projects of similar nature of minimum construction works value of Rs. 20.00 Crores each in the Government / PSUs/Universities only		
9	The composition of the team of personnel which the consultant would propose to provide and the tasks which would be assigned to each team member in Form F-3		
10	Curricula Vitae of the individual key staff members to be assigned to the work and of the team leader who would be responsible for supervision of the team. The curricula vitae should be duly signed by the concerned personnel.		
11	All the documents submitted by the bidder as part of its Technical Bid are attested by the signing authority of the bidder		
12	The tenderer must submit Annexure 7 &8 duly filled, signed and stamped.		