

राष्ट्रीय सहकारी विकास निगम के टॉपिक संस्थान, गुरुग्राम
में
बाउंड्री वाल के मरम्मत कार्य हेतु
निविदा

TENDER

FOR

Repairing Works of boundary wall at
National Cooperative Development Corporation's TOPIC-Institute,
Gurugram



राष्ट्रीय सहकारी विकास निगम (एनसीडीसी)
4,सिरी इंस्टीट्यूशनल एरिया, हौज़ खास, नई दिल्ली – 110016

National Cooperative Development Corporation
4 Siri Institutional Area, Hauz Khas New Delhi- 110016

वेब साईट: <http://www.ncdc.in>

निविदा की लागत - मुफ्त

सूचकांक INDEX

क्र.सं.	विवरण	पृष्ठ सं.
1.	कवर पृष्ठ Cover Page	1
2.	सूचकांक Index	2
3.	सुचना निविदा आमंत्रण Notice Inviting Tender	3-5
4.	पूर्व अहर्ता बोली Prequalification bid	6
5.	निविदा फर्म का विवरण (अनुबंध – I) Particulars of the Contractor/ Firm (Annex. – I)	7
6.	अनुभव का विवरण (अनुबंध – II) Details of experience (Annexure-II)	8
7.	सामान्य नियम और शर्तें General Terms & Conditions	9-16
8.	अनुबंध प्रारूप Agreement Format	17-18
9.	वित्तीय बोली Financial bid (Annexure-III)	19-21
10.	स्वीकृत मेक / एजेंसियों की सूची (अनुबंध – IV) List of Approved make/agencies (Annexure-IV)	22

राष्ट्रीय सहकारी विकास निगम (सामान्य प्रशासन विभाग)

रा.सा.वि.नि: 9-1/2014 -सा.प्र.

दिनांक : 06.02.2018

निविदा आमंत्रण सूचना

राष्ट्रीय सहकारी विकास निगम , 4, सिरी इंस्टीट्यूशनल एरिया , हौज खास , नई दिल्ली - 110016 अपने एनसीडीसी टॉपिक - संस्थान (प्लाट सं 89, सेक्टर-18 , गुडगाँव, हरियाणा) में स्थित बाउंड्री वाल के मरम्मत कार्य हेतु सीपीडब्ल्यूडी / राज्य पीडब्ल्यूडी / रेलवे / एमईएस / बीएसएनएल / पीएसयू / स्वायत्त संस्थाओ आदि के उचित वर्ग के पंजीकृत ठेकेदार / फर्मों से दो बोली सिस्टम पर सीलबंद मद दर की निविदाएं अनुबंध -III संलग्न अनुसूची में दी गई मात्रा के अनुसूची के अनुसार आमंत्रित करता है।

आवश्यक योग्यता मापदंड :

- क. ठेकेदार / फर्मों को पिछले तीन वित्तीय वर्षों के दौरान कम से कम ₹4.00 लाख का इसी तरह का एक कार्य के लिए या ₹3.5 लाख के प्रत्येक दो कार्य के लिए या ₹3.00 लाख के तीन कार्य के लिए जोकि इसी प्रकार के हो व केन्द्रीय सरकार / राज्य सरकार , सार्वजनिक क्षेत्र के उपक्रम, स्वायत्त निकाय में होना अनिवार्य है।
- ख. उपरोक्तकर्म का पिछले लगातार तीन वित्तीय वर्षों के दौरान, हर साल कम से कम ₹60.00लाख का वार्षिक वित्तीय कारोबार (वर्ष 2014-15,2015-16,2016-17) होना अनिवार्य है (सम्बन्धी वित्तीय कागजात जिसमें की वार्षिक टर्नओवर , नफ़ा और नुकसान खाते की पूर्ण जानकारी चार्टर्ड अकाउंटेंट द्वारा सत्यापित कर संलग्नित किया जाना आवश्यक हैं)।
- ग. उचित वर्ग के ठेकेदार / फर्म को सीपीडब्ल्यूडी / राज्य पीडब्ल्यूडी / रेलवे / एमईएस / बीएसएनएल / बैंक/स्वायत्त निकायों के साथ पंजीकृत होना अनिवार्य है।
- घ. उपरोक्त फर्म के पास वैध पैन और जीएसटी नंबर होना अनिवार्य है।

निविदा दस्तावेज (गैर हस्तांतरणीय) एनसीडीसी कार्यालय से निःशुल्क में 10.00 बजे से 5.00 बजे तक दिनांक 25.02.2018 तक किसी भी कार्य दिवस पर प्राप्त किया जा सकता है। निविदा दस्तावेज एनसीडीसी वेबसाइट [http // ncdc.in](http://ncdc.in) से डाउनलोड भी किया जा सकता है।

निविदा विधिवत भरी हुई पूर्व अर्हता बोली और मूल्य बोली बयाना राशी के साथ , मुख्य लिफाफे पर कार्य के नाम के साथ राष्ट्रीय सहकारी विकास निगम (एनसीडीसी), प्लाट संख्या 4, सिरी इंस्टीट्यूशनल एरिया, हौज खास, नई दिल्ली -110016 में 26.02.2018 को अपराहन 3.00 बजे तक अधोहस्ताक्षरी के कार्यालय में प्रस्तुत किया जाना चाहिए। निविदा बोली इसी दिन अपराहन 3.30 बजे खोली जाएगी। केवल उन कंपनियों की मूल्य बोली खोली जाएगी जिनकी पूर्व अर्हता बोली निविदा दस्तावेज में उल्लेख पात्रता मापदंडों के अनुसार स्वीकार्य होना पाया जाता है। मूल्य बोली

खोलने की तारीख और समय अलग से तय की जाएगी और फैक्स अथवा ईमेल के द्वारा सूचित कर दी जाएगी।

"राष्ट्रीय सहकारी विकास निगम", नई दिल्ली के पक्ष में देय - निविदा बयाना डिमांड ड्राफ्ट /पे ऑर्डर के रूप में ₹12,000/- (बारह हजार रुपये) की राशि देनी होगी। बयाना बिना निविदाओं को अस्वीकार कर दिया जाएगा।

निगम को यह अधिकार है कि वह किसी भी निविदा को स्वीकार या बिना कोई कारण बताए सभी निविदाओं को अस्वीकार कर सकता है।

(अभिषेक मेहता)
उप निदेशक (सिविल- सामान्य प्रसाशन)

**National Cooperative Development Corporation
(General Administration Division)**

No.NCDC:9-1/2014-Genl.

Dated:06.02.2018

NOTICE INVITING TENDER

National Cooperative Development Corporation, 4, Siri Institutional Area, Hauz Khas, New Delhi – 110016 invites **sealed item rate tenders** on two bid system from registered Contractors/Firms of appropriate class of CPWD/ State PWD/ Railways/ MES/ BSNL/ PSU's etc for **“Repair of boundary wall at NCDC's TOPIC- institute, Plot. No.89, Sector-18, Gurgaon, Haryana”** as per the schedule of quantities given in the schedule attached with the tender as Annexure – III.

ESSENTIAL ELIGIBILITY CRITERIA:

1. Experience of having successfully completed/executed single similar work for an amount not less than ₹ 4 Lakh or two works for an amount not less than ₹3.5 Lakh each or three works for an amount not less than ₹ 3.00 Lakh each of similar nature during last 3 financial years in Central Govt. / State Govt., Public sector undertaking, autonomous bodies.
2. The firm should have minimum annual turnover of ₹60.00 lakh in each year during last 3 financial years i.e. for the years 2014-15, 2015-16, 2016-17 (Enclose copies of financial statements including turnover, profit & loss accounts of the firm duly signed by C.A.)
3. The Contractors/firm of appropriate class should be registered with CPWD (Central Public works Department)/ State PWD/ Railways/ MES/ BSNL/Banks/PSU's/ autonomous bodies.
4. Must have valid PAN & GST Number.

The tender document (non-transferable) can be obtained from the NCDC office, Free of Cost, on any working day upto 25.02.2018. The tender document can also be downloaded from website <http://www.ncdc.in/>.

The tender in sealed cover (duly filled in & signed), containing two envelopes i.e. prequalification bid and EMD in first envelope & Financial bid separately in sealed second envelope for said work must reach NCDC office upto 3.00 P.M. on 26.02.2018. The prequalification bids will be opened on same day at 3.30 P.M. The Financial bid of only those firms shall be opened whose pre-qualification bid are found to be acceptable as per eligibility criteria mentioned in the tender document. The required information must be furnished in attached annexure format only. The time and date opening of financial bid shall be intimated to the eligible firms separately.

The tender should be accompanied with **earnest money deposit(EMD) amounting to ₹12,000/- (Rupees Twelve Thousand Only)** in the form of demand draft in favour of National Cooperative Development Corporation payable at New Delhi. The tenders without earnest money shall be rejected.

The Corporation reserves the right to accept any or reject all the tenders without assigning any reasons thereof.

(Abhishek Mehta)
Dy. Director (Civil- GA)

पूर्व अहर्ता बोली
Prequalification Bid

PARTICULARS OF THE CONTRACTOR/ FIRM

1.	Name of the Contractor/ firm, Address	
2.	Telephone/Mobile Number	
3.	Fax No./E.Mail	
4.	Date/year of commencement of business	
5.	Registration Certificate of appropriate class of CPWD/ State PWD/ Railways/ MES/ BSNL/ Banks/ PSU's/Autonomous Bodies.	
6.	Latest Income Tax assessment form issued by the IT Dept. is to be enclosed.	
7.	Whether proprietary/partnership	
8.	Name & Address of partner, if any	
9.	PAN No. & GST Number of Contractor/Firm (photocopy of PAN Card is to be enclosed)	
10.	Details & Qualification of professionals, skilled manpower available with the contractor/ firm.	
11.	Particulars of DD/Banker's Cheque towards EMD of ₹12,000/-	
12.	Details of work orders executed during last three years (attested copies of the Orders to be enclosed)	
13.	Turnover of the contractor/firm in the financial years: 2014-15 2015-16 2016-17	
14.	Any other relevant information	

Signature of the Contractor/Firm**(Name & Address of the Contractor/firm with seal)****(Please attach separate sheet/s, if required)**

DETAILS OF EXPERIENCE OF THE SIMILAR CIVIL WORKS EXECUTED DURING THE LAST THREE YEARS

Sl. No.	Brief details of the work	Name & address of the owner	Amount	Date of completion		Name & phone no. of the contact person
				As per contract	Actual	

Important Note:

Please attach copies of award letters & also performance certificates as proof of above information.

Signature of the Contractor/Firm

(Name & Address of the Contractor/firm with seal)

GENERAL TERMS & CONDITIONS. :

1. ESSENTIAL ELIGIBILITY CRITERIA FOR CONTRACTOR/FIRM:

- 1.1 Experience of having successfully completed/executed single similar work for an amount not less than ₹ 4 Lakh or two works for an amount not less than ₹3.5 Lakh each or three works for an amount not less than ₹ 3.00 Lakh each of similar nature during last 3 financial years in Central Govt. / State Govt., Public sector undertaking, autonomous bodies.
- 1.2 The firm should have minimum annual turnover of ₹60.00 lakh in each year during last 3 financial years i.e. for the years 2014-15, 2015-16, 2016-17 (Enclose copies of financial statements including turnover, profit & loss accounts of the firm duly signed by C.A.)
- 1.3 The Contractors/firm of appropriate class should be registered with CPWD (Central Public works Department)/ State PWD/ Railways/ MES/ BSNL/Banks/ autonomous bodies.
- 1.4 Must have valid PAN & GST Number.
- 1.5 The Tenderer should deposit an **earnest money deposit(EMD) amounting to ₹12,000/- (Rupees Twelve Thousand Only)** in the form of demand draft in favour of National Cooperative Development Corporation payable at New Delhi. The tenders without earnest money shall be rejected.

2. GENERAL

- 2.1 Rates should be quoted clearly both in figures and words in English in the schedule of quantities of financial bid. There should not be any kind of handwritten correction in financial bid. No cost escalation will be accepted for the rates quoted.
- 2.2 All pages of the tender document are to be signed and stamped by the tenderer/ firm. The tender other than in the prescribed form shall not be accepted.
- 2.3 Conditional offers shall not be accepted. The NCDC reserves the right to reject any one or all the tenders without assigning any reasons.
- 2.4 All materials required for the job/work will have to be arranged by the contractor as per relevant codes specifications as prescribed by Bureau of Indian standards and CPWD specifications.
- 2.5 The contractor/firm will have to make their own arrangement for transport of required materials outside and inside the site and should leave the premises in a neat and clean condition after the completion of the job/work to the satisfaction of the Engineer-incharge.
- 2.6 The contractor/firm will have to arrange for safe keeping of their materials and machinery. NCDC will not be responsible for any claims with regard to this.

3. SCOPE OF WORK

- 3.1 Repair of boundary wall in the front and at Ranbaxy side of NCDC's TOPIC – Institute, Gurugram.

4. COMPLETENESS OF TENDER

All repair works should be carried out as per details/ specifications / drawings/ instructions for complete item mentioned in the schedule of quantities with relevant to CPWD specifications/BIS, in case it is not mentioned in CPWD Specifications then tenderer at his own may visit the site and familiarize himself with the site conditions before submitting tender. The tenderer are required to submit the tender documents completed in all respects after satisfying each and every condition laid down in the tender document.

The site will be offered on AS IS WHERE IS basis for the execution of this job/work and it will be sole responsibility of the contractor/firm to ensure that they abide by the various rules, regulations, bye-laws and other statutory requirements, etc. Imposed by the Government and local authorities governing execution of this job.

5. RATES

- 5.1 The rates of items of schedule of quantities should be inclusive of cost of all material & labour, T&P, transportation, loading, unloading, all taxes / duties on material & labour, wastage etc for all leads, lift & levels complete.
- 5.2 The rates quoted should be firm and final till completion of the work. No escalation in cost on account of increase in cost of materials, labour & all taxes etc. shall be considered by the Corporation.
- 5.3 The Tenderer shall be deemed to have satisfied fully before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of quantities which rates and prices shall except as otherwise provided cover all his obligations under the contract.
- 5.4 Bids determined to be substantially responsive will be checked by the corporation for any arithmetic errors. Arithmetic errors will be corrected by the corporation as follows:

(a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and

(b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

The amount stated in the Bid will be adjusted by the corporation in accordance with the above procedure for the correction of errors and, with the concurrence of the tenderer, shall be considered as binding upon the Bidder. If the tenderer does not accept the corrected amount, his tender will be rejected.

6. VALIDITY

The rates quoted shall be valid for 120 days from the date of opening of the tenders as given in the tender notice.

7. TIME OF COMPLETION

The work has to be completed as per the following schedule:-

- i) The work of repair of boundary wall in the front and at Ranbaxy side of NCDC's TOPIC – Institute, Gurugram has to be completed within **30 days** from the date of award of work order.

8. DEFECT LIABILITY PERIOD

The defect liability period shall be 6 months from the date of completion of the said work.

9. PENALTY FOR NOT COMPLETING THE WORK IN TIME

In case the contractor/firm fails to execute the work/job within the stipulated time or extended time, a penalty @ Rs.5000/- (Rupees five thousand only) per week may be imposed on the contractor/ firm. The penalty amount, if any, shall be recovered from any amount due for payment to the contractor. However, the penalty shall not exceed 10% of the Contract value. Besides, imposing penalty as above, the balance work may be got done by any other agency at the risk and cost of the contractor, after giving a single notice

10. EXTENSION OF TIME FOR COMPLETION

The contractor shall ensure timely completion of the renovation work. If the Contractor/firm desire an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply in writing to the corporation with full details, within 10 days of the date of the hindrance on account of which he desires such extension as aforesaid. The contractor shall nevertheless constantly make his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of engineer in charge to proceed with the work. Corporation shall, if in its opinion (which shall be final) reasonable grounds for extension exist, grant such extension of time as may, in its opinion be necessary or proper. The contract will be treated to be alive irrespective of time extension given or not unless it has been terminated with a notice under relevant clause. No compensation shall be payable by the corporation to the contractor/firm for any extension of time.

11. Earnest Money Deposit:

EMD of ₹12,000/- (Rupees Twelve Thousand Only) in the form of Demand Draft/ Banker's Cheque in favour of "**National Cooperative Development Corporation**" and payable at New Delhi has to be submitted along with tender documents, failing which the bid will be rejected. Earnest Money shall be forfeited in the event of any of the following situations:

- a) If the tenderer withdraws or amends his tender or increases the rates after deadline for submission of the tender but before the validity of the tender expires.
- b) On refusal to enter into contract after award of contract.

- c) on failure to furnish the required performance security or
- d) If the work is not commenced on the date of starting the work after the work is awarded to the contractor.

No interest is payable on the Earnest Money Deposit under any circumstances and will be returned on completion of tendering process.

12. RIGHT TO ACCEPT OR REJECT THE TENDERS:

The NCDC reserves the right to accept any or reject all the tenders without assigning any reason whatsoever.

13. Performance Guarantee

The successful tenderer(s) shall furnish 10% amount of the contract amount as interest free security deposit, in the form of demand draft/pay order or Fixed Deposit Receipt or Bank Guarantee valid minimum for a period of 90 days. The firm shall furnish the bank guarantee within 7 days from the date of issue of award letter and such deposit will be liable to forfeiture in whole or in part in the event of any breach or non-performance of the contract. If the tenderer(s) fail(s) to furnish such security deposit within the aforesaid time, his earnest money will be forfeited and the contract shall stand terminated. In such particular case, the corporation is free to award the work to other contractor/firm. The performance security shall be released after 180 days of successful completion of work.

14. Signing of Agreement

Successful bidder will have to sign the agreement as per Performa enclosed on the stamp Paper of requisite value within 7 days from the date of issue of award letter. Please note that the scope of work and terms and conditions etc. will form part of the agreement.

15. TERMINATION OF THE CONTRACT:

NCDC may without prejudice to its rights against the contractor/firm for breach of any of the terms and conditions or unsatisfactory performance of the contract may terminate the contract by giving **fifteen days single notice** in writing, besides any other action it may deem fit in the circumstances of the case.

16. MOBILISATION & ADVANCE AGAINST MATERIAL

No advance for mobilization or against material will be given to the contractor/firm.

17. ASSIGNMENT AND SUBLETTING

The said work shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, shall take a new partner, without written consent of the corporation. Non-compliance by the contractor of this clause will mean default in performance of contract.

The Contractor shall be solely and exclusively responsible for engaging or employing persons for the execution of work. All persons engaged by the contractor shall be on

Contractor's payroll and paid by Contractor. All disputes or differences between the Contractor and his/their employees shall be settled by Contractor.

NCDC has absolutely no liability whatsoever concerning the employees of the Contractor. The Contractor shall indemnify Owner against any loss or damage or liability arising out of or in the course of his/their employing persons or relation with his/their employees. The Contractor shall make regular and full payment of wages and on any complaint by any employee of the Contractor or his sub contractor regarding non-payment of wages, salaries or other dues, Owner reserves the right to make payments directly to such employees or sub- contractor of the Contractor and recover the amount in full from the bills of the Contractor and the contractor shall not claim any compensation or reimbursement thereof.

The Contractor shall comply with the Minimum Wages Act applicable to the area of work site with regard to payment of wages to his employees and also to employees of his sub contractor.

The Contractor shall advise in writing or in such appropriate way to all of his employees and employees of sub-contractors and any other person engaged by him that their appointment/employment is not by NCDC but by the Contractor and that their present appointment is only in connection with the construction contract with Owner and that therefore, such an employment/appointment would not enable or make them eligible for any employment/ appointment with the NCDC either temporarily or/and permanent basis.

17.a EXECUTION OF WORK DURING NIGHT & SUNDAY.

All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory details, drawings, specifications and instructions as may be furnished from time to time to the Contractor by the Engineer-in-Charge, whether mentioned in the Contract or not. The Contractor shall be responsible for ensuring that works throughout are executed in the most proper and workman- like manner with the quality of material and workmanship in strict accordance with the specifications and to the entire satisfaction of the Engineer-in-Charge.

The completion of work may entail working in monsoon/ rains also. The contractor must maintain the necessary work force as may be required during monsoon and plan to execute the job in such a way the entire project is completed within the contracted time schedule. No extra charges shall be payable for such work during monsoon. It shall be the responsibility of the contractor to keep the construction work site free from water during and off the monsoon period at his own cost and expenses.

Subject to any provision to the contrary contained in the contract, none of the permanent work shall save as hereinafter provided, be carried on during the night or on Sundays (locally recognized as day of weekly rest) without permission in writing of the concerned local authority as well as NCDC except when the work is unavoidable or absolutely necessary for the saving life or property or for safety of the works in which case the contractor shall immediately inform owner. If night work of temporary formations or preparations etc. is necessary to complete the work in time, Owner's prior permission shall be obtained in addition to that of the concerned/local authority. Night work and Sunday work shall not entitle the contractor to any

increase in rates. All work at night shall be carried out without unreasonable noise and disturbances/nuisance. The contractor shall keep owner and its staff indemnified from and against any liability for damages on account of noise or other disturbances created while carrying out the work and from and against all claims, demands, proceedings, costs, charges and expenses whatsoever in regard to or in relation to such liability.

17. b CONTRACTOR TO INDEMNIFY THE OWNER

The Contractor shall indemnify the Owner and every member, officer and employee of the corporation, also the Engineer-in-Charge and his staff against all the actions, proceedings, claims, demands, costs, expenses, whatsoever arising out of or in connection with the works and all actions, proceedings, claims, demands, costs, expenses which may be made against the Owner for or in respect of or arising out of any failure by the Contractor in the performance of his obligations under the contract. The Contractor shall be liable for or in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor or his sub contractor and Contractor shall indemnify and keep indemnified the Owner against all such damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

18. PAYMENT

As the time of completion is less, only one Running bill will be considered for payment. Final bill Payment will be made within 30 days from the date of completion of the work subject to satisfactory performance. **The contractor/ executing firm will use only those materials for laying which have been mentioned in the Annexure-IV of the tender document.**

18. b COMPLETION OF WORK AND COMPLETION CERTIFICATE

As soon as the work is completed in all respects, the contractor shall give notice of such completion to the engineer incharge within thirty days of receipt of such notice the site in charge shall inspect the work and shall furnish the contractor with a certificate of completion indicating:

- a) Defects, if any, to be rectified by the contractor
- b) Items, if any, for which payment shall be made in reduced rates
- c) The date of completion.

19. The contractor must submit manufacturers test certificate of important materials, and if so desired by the Engineer- in – charge shall have to carry out testing of any materials brought on site at their own cost in accredited laboratory / site of works. No extra claim will be entertained for such testing of materials.

20. DEDUCTION OF GST AND INCOME TAX ETC.

GST and Income tax or any other statutory taxes as per the Central/State Govt. rules will be deducted from the bills.

21. ELECTRICITY

The electricity shall be provided free of cost at a fixed point to the contractor. The contractor shall at his own cost provide the electrical wires/ cables of sufficient length as required for completing the work etc. beyond the fixed point.

22. WATER

Sufficient quantity of potable water is available at site for use in construction works. The contractor shall store the said potable water in its own temporary storage tanks.

The contractor will be solely responsible for doing the further job of laying pipelines, electric cables, motors, panels, switches, temporary storage tanks etc. and also for licensed plumber, fitter, Electrician etc. to maintain these arrangements for completing the work at his own cost.

23. VARIATION CLAUSE

NCDC reserves the right to omit any of the item(s) and increase/ decrease the quantities of items to any extent given in the schedule and no claim in this regard shall be entertained.

24. RATES FOR EXTRA ITEMS, DEDUCTION ITEMS, DEVIATION ITEMS, SUBSTITUTED ITEMS:

The net cost of sub-head of works at the contract rates will not vary by more than 50% on account of deviations in quantities but an individual item within above limit may vary up to 100%. When the variations are within the above limits, the contract rates will apply. Deviation or variations beyond these limits shall be brought to the notice of corporation by the contractor a month earlier to execution stage and to proceed to execute the deviation quantities on getting corporation approval and the rate allowable would be worked out on the basis of market rates of materials and labour (rates as per the notification of Delhi Govt. labour Deptt.) plus fifteen percent for Contractor's profit & overheads. For the operation of this clause, sub-heads will be strictly as indicated in the Schedule of Quantities.

The priorities of working out the rates would be as under:

i) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.

ii) The rates will be derived from the rates for a similar class of work as are available in the contract to the extent the same is relevant to its part and for components beyond it at market rates of materials and labour(as per minimum wages of Govt. of Haryana). Books of analysis of rates, schedule of rates of CPWD will be referred to identify the components or parts of similar class of work.

iii) In case of other items where no components is directly derivable from schedule of rates, market rates of material and labour (minimum wages of Govt of

Haryana, labour deptt) as ascertained by the owner / CPWD analysis of rates shall be taken as the basis allowing only 15% margin for contractor's profit, supervision and overheads. The contractor will submit a rate analysis based on the market rates, original bill, vouchers etc. in connection with determination of such rates. Value of all variations will be intimated to the Engineer-in-Charge in writing 7 days ahead of likely date of execution to obtain corporation consent in principle to execute the item. The opinion of the owner as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the contractor.

25. ARBITRATION:

Except where otherwise provided in contract all questions and disputes arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after completion or abandonment thereof shall be referred to the sole Arbitration of the person appointed by the Managing Director, NCDC. There will be no objection to any such appointment that the Arbitrator so appointed is an owner's representative that he had to deal with the matter to which the contract relates and that in the course of his duties as owner's representative he had expressed views on all or any of the matter in dispute or difference. Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the Arbitration proceedings under this clause. It is also a term of the contract that the party invoking Arbitration shall specify the dispute to be referred to Arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. The award of the Arbitrator shall be final and binding on both the parties. The venue of Arbitration shall be Delhi and only Delhi Court will have jurisdiction in the matter. The fees, if any, of the Arbitrator shall be required to be paid before the award is made and published and will be paid equally by the parties. The costs of the reference and of the award including the fees, if any, of the Arbitrator shall be at the discretion of the Arbitrator.

26. Execution of Agreement by successful bidder:

In consideration of the amounts to be paid at the agreed rates, at the time and in the manner set and subject to the conditions mentioned herein below the contractor shall execute and complete the work shown in accordance with the drawings, description of items and technical specifications mentioned thereof. The successful bidder shall have to execute an agreement incorporating terms, conditions and schedule of quantities given in the Bid within fourteen days of issue of letter by the owner communicating acceptance of his bid. In the event of failure on the part of the successful bidder to sign the agreement within the above stipulated period, the earnest money will be forfeited and the acceptance of bid shall be considered as cancelled. The agreement will be on format as per Tender Document and will be on a stamp paper of Rs.100/- or as per the legal requirement of the contract in New Delhi.

Signature of the Contractor/Firm

(Name & Address of the Contractor/firm with seal)

AGREEMENT FORMAT

Articles of Agreement made this ----- **Two thousand Seventeen** between National Cooperative Development Corporation (hereby known as NCDC) having its registered office at 4, Siri Institutional Area, Hauz Khas, New Delhi hereinafter called "owner" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successor or

successors and assigns) of one part AND M/s. -----, hereinafter called "the Contractor" of the other part and where as owner has caused the specifications of the items & schedule of quantities, terms and conditions etc. describing the work to be done as per quotation containing four pages and NCDC award letter No. **NCDC**:-----, the objectives of which have been assigned by or on behalf of the parties here to

NOW it is hereby agreed as follows:

1. The owner reserves to himself the right of altering the quantities and nature of work by adding or deleting any item of work or having a portion of the same carried out by the owner or otherwise and such alterations and variation shall be carried out without prejudice to this contact.
2. The said contract comprises the work above mentioned and all subsidiary works connecting their within the same site as may be ordered to be done from time to time even though such works may not be described in the terms and conditions, scope of work etc. of the tender document.
3. The said scope of work, terms and conditions etc., the work award letter and letter No. ----- hereto shall be read and construed as forming integral part of this agreement and the parties here to shall abide by, submit themselves to the conditions and perform the agreement on their part respectively in such conditions as contained.
4. Disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in New Delhi.
5. Several part of this contract have been read by/to us and fully understood by us.

As witness whereof, we set our hands

Signed by Contractor
Name
Address

Signed by the owner
Name
Address

Witness

Witness

1.

1.

2.

2.

मूल्य बोली

FINANCIAL BID

Schedule of Quantities

Name Of Work : Repair of boundary wall at NCDC's TOPIC- institute, Plot. No.89, Sector-18, Gurgaon, Haryana					
A	The tender rates should include supply of all materials, labour, T&P, rigid MS tubular double scaffolding, platform, hand railing, safety measures unless otherwise mentioned including the cost of transportation, loading, unloading, stacking, storing and also all types of taxes, labour cess, duties, levies, octroi etc. complete as required for the work.				
B	The tender rates shall hold good for all works of every section at all levels, leads, lifts and heights including multiple staging / scaffolding wherever required etc. complete. Nothing extra shall be payable unless or otherwise specified				
S.I	Description of Items	Unit	Quantity	Rate	Amount
1	Dismantling of old plaster or skirting racking out joints and cleaning the surface of plaster including disposal of rubbish to the dumping ground at contractor's own place.	Sq.m.	750.00		
2	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material at contractor's own place as per direction of Engineer -in-charge: In cement mortar	Cum	12.00		
3	Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material at contractor's own place as per direction of Engineer - in- charge.	Cum	2.00		
4	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in : Cement mortar 1:6 (1 cement : 6 coarse sand)	Cum	12.00		
5	12 mm cement plaster of mix :1:6 (1 cement: 6 fine sand)	Sq.m	750.00		
6	Centering and shuttering including strutting, propping etc. and removal of form for all heights: Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc	Sq.m	25.00		
7	Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. up to floor five level, excluding cost of centering, shuttering, finishing and reinforcement 1:1.5:3 (1 cement : 1.5 coarse sand(zone-III) : 3 graded stone aggregate 20 mm nominal size)	Cum	2.00		
8	Steel reinforcement(TATA/Rathi or equivalent) for R.C.C work including straightening, cutting, bending, placing in position and binding all complete above plinth level.	Kg	500.00		

9	Removing existing M.S grills from boundary wall at all damaged locations and re-use/refix them further on the walls at same location, keeping same pattern of grills at other locations and embed the anchor of M.S grill on supporting brick pillars and beam underneath all complete as per direction of Engineer -in- charge	A job	1.00		
10	Finishing walls with water proofing cement paint of approved brand and manufacture and of required shade after preparing base with necessary primer etc. all complete to give an even shade :Old work/ New Work (One or more coats applied @ 0.80 Litres or kg/10sqm complete including cost of priming coat)	Sq.m	1370.00		
11	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade. One or more coats on old work in all shades except black or chocolate of approved brand and manufacture.	Sq.m	108.36		
	Total Amount (₹)				
	Total Amount(in Words) :				

Certified that I agree to all the terms & conditions of the tender document.

Signature of the Contractor/Firm
(Name & Address of the Contractor/firm with seal)

LIST OF APPROVED MAKES/AGENCIES
FOR WORKS COVERED UNDER THIS CONTRACT

1. All materials and products used in the work shall conform to the relevant standards/specifications and shall be of approved make and design. Lists of approved manufacturers/vendors for civil works, Plumbing works, etc. is given herein below. The approval of a manufacturer/ vendor shall be given only after review of the sample/specimen by the Engineer-in charge. The complete system and installation shall also be in conformity with the "Applicable Codes Standards and Publications".
2. List of Approved makes for Products, Materials and specialist agencies is given below. Other equivalent manufacturers may be considered with prior approval; however the decision of the Engineer-in-charge shall be final.

CIVIL WORKS

S.NO	Items	Make
1	Cement	J.P., ACC, Ambuja, Birla, Ultratech Or Equivalent.
2	White Cement	JK, Birla Or Equivalent
3	Waterproofing Compound	Pidilite, Dr. Fixit Or Equivalent