

TENDER DOCUMENT

FOR ENTRANCE RENOVATION WORKS

AT

**FLAT NO.458- 460,Asiad Village Games Complex,
Khelgaon, New Delhi-16**

Web Site: <http://ncdc.in>

Cost of tender :- FREE

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National Cooperative Development Corporation

(General Administration Division)

NOTICE TENDER

National Cooperative Development Corporation (4, Siri Institutional Area, Hauz Khas, New Delhi – 110016) invites sealed tenders from contractors for the “**Entrance Renovation works**” at flat no.458-460, AGVC, Khelgaon , New Delhi .

ELIGIBILITY CRITERIA

1. Experience of having successfully completed at least one similar / civil works costing not less than Rs. 2.00 Lakh during the last 3 years in Central Govt. / State Govt., Central Govt. PSUs, autonomous bodies and private organizations of repute.
2. The firm shall be registered with CPWD (Central Public works Department)/State PWD/Railways/ Banking institutions/PSU's/ autonomous bodies of repute.
3. The firm should have minimum annual turn over of Rs.30.00 lakh in each year during last three 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.)
4. Valid GST registration no.

Tender document (non-transferable) can be obtained from the NCDC office free of cost from 10.00 A.M. to 5.00 P.M. on any working day up to 17.04.2018 . The tender document can also be down loaded from NCDC website <http://ncdc.in>.

The tender (duly filled in, signed and stamped on each page), containing two envelopes i.e. prequalification bid & price bid separately in sealed covers for said work must be submitted to the office of the undersigned up to 3.00 P.M. on 18.04.2018 The prequalification bids will be opened on the same date at 3:30 PM in the presence of bidders/their representatives. The price bid of only those firms shall be opened whose pre-qualification bids are found to be acceptable as per eligibility criteria mentioned in the tender document. The time and date of opening of price bid shall be fixed and intimated to the eligible firms separately.

The tender should be accompanied with earnest money amounting to Rs.6,000/- (Rupees Six thousand only) in the form of demand draft only in favour of National Cooperative Development Corporation and 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)
Deputy Director (Civil)

PREQUALIFICATION BID

Particular/Profile of the firm

1. Name of the firm :-

2. Office address :-

3. Year of commencement of business :-

4. i) Telephone No.
ii) Mobile phone No.
iii) E-Mail
iv) Fax No.

5. Name/residential address/Phone No. of Contact person

6. Whether the firm proprietary/partnership/Company

7. GST No.

8. PAN No.

Signatures _____

Name & Address _____

of the firm _____

with seal _____

(Please attach separate sheet/s, if required)

ELIGIBILITY CRITERIA

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2. The firm shall be registered with CPWD (Central Public works Department)/State PWD/Railways/ Banking institutions/PSU's/ autonomous bodies of repute.
3. The firm should have minimum annual turn over of Rs.30.00 lakh in each year during last three 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.)
4. Valid GST registration no.

Signatures _____

Name & Address _____

of the firm _____

with seal _____

GENERAL TERMS & CONDITIONS. :

- The limited Tenders super scribed with “Entrance Renovation works at flat no.458-460, AGVC, Khelgaon , New Delhi” may be addressed and submitted to The Executive Director (GA), National Cooperative Development Corporation, 4-Siri Institutional Area, Hauz Khas, New Delhi-110016.
- The Tenderer should deposit an EMD of Rs.6,000/- (Rupees Six thousand only) by Demand Draft drawn on any scheduled bank in favour of “National Cooperative Development Corporation” and payable at New Delhi.
- The tender should be sealed and rates should be quoted both in figures & in words in English in the Price bid. Corrections, if any, shall be made by crossing out, initialing, dating and re writing.
- The rates quoted should be inclusive of all applicable taxes, transportation costs/cartage, octroi, loading and unloading cost, stacking and placing, material, labor etc. at all leads and levels all complete as per instructions .
- The Corporation reserves the right to accept any or reject all the tenders without assigning any reasons thereof. Submission of bids in any other format/ Conditional Tenders will lead to rejection of tender.
- **Validity of the tender**
The validity of the tender shall be three months from the date of submission of tender.
- **Completion of work**
The entire work of “Entrance Renovation works” at flat no.458-460, AGVC, Khelgaon , New Delhi must be completed within 30 days from the date of award letter.
- If the tenderer fails to complete work within stipulated period, NCDC will have the discretion to forfeit E.M.D and the work awarded may be cancelled.
- NCDC will not reimburse any charges for losses/damages suffered by the firm while execution of said work at any stage.
- The tender should be duly filled and signed on each page and submitted along with the following documents:-
 - a). Attested /Photo copy of GST registration issued by appropriate authority.
 - b). Demand Draft for EMD.
- No interest will be paid on Earnest money deposit on whatsoever grounds & reasons.
- **Performance Guarantee**
Performance Guarantee of an amount equal to 5% of the tendered and accepted value of the work shall be submitted in one of the following forms:-
 - a. Banker’s Cheque/ Demand draft/ Pay order of a scheduled bank
 - b. Fixed deposit receipt of a scheduled bank

The performance Guarantee will be refunded to the successful bidder within one month of the date of completion of work.

- **Security Deposit**

Security Deposit @5% of the billed amount will be deducted from the bills of the contractor/ successful bidder. EMD of the successful bidder will be adjusted in the security deposit to be deducted from the bills of the contractor. EMD will be refunded to unsuccessful bidder after the award of work.

The security deposit will be refunded / released after one month of expiry of the defect liability period, provided that the security deposit is not otherwise forfeited due to breach of contract etc.

- **DEFECT LIABILITY PERIOD**

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

- **PENALTY FOR NOT COMPLETING THE WORK IN TIME**

In case the contractor fails to complete the work within the stipulated time or extended time, a penalty @ Rs.5000/- (Rupees five thousand only) per week may be imposed on the contractor. 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.

- **EXTENSION OF TIME FOR COMPLETION**

The contractor shall ensure timely completion of the renovation work. If the Contractor shall 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 owner with full details, within 30 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 owner to proceed with the work. NCDC 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 owner to the contractor for any extension of time.

- **ACCEPTANCE OF THE OFFER BY THE CONTRACTOR:**

After receiving the confirmed offer from NCDC, the contractor will give his acceptance and execute an agreement on stamp paper of requisite value within ten days from the date of receiving the confirmed order. IN CASE THE CONTRACTOR FAILS TO EXECUTE THE AGREEMENT WITHIN SEVEN DAYS AS ABOVE, THE OFFER FOR THE WORK IS LIABLE TO BE CANCELLED AND THE EARNEST MONEY SHALL BE FORFIETED. In such particular case, the owner is free to award the offer to other party. Please note that the scope of work and terms and conditions etc. will form part of the agreement.

- **TERMINATION OF THE CONTRACT:**

NCDC may without prejudice to its rights against the contractor 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.

- **MOBILIZATION & ADVANCE AGAINST MATERIAL**

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

- **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 owner. 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.

- **NIGHT & SUNDAY WORK**

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/ Site-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/Site-in-Charge.

The completion of work may entail working in monsoon 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.

- **CONTRACTOR TO INDEMNIFY THE OWNER**

The Contractor shall indemnify the Owner and every member, officer and employee of the Owner, also the Engineer-in-Charge/Site-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.

- **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.

- **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 site in charge or the Owner and 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.

- **DEDUCTION OF GST AND INCOME TAX ETC.**

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

- **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.

- **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.

- **VARIATION CLAUSE**

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

- **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 owner by the contractor a month earlier to execution stage and to proceed to execute the deviation quantities on getting owner's 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 owner / Engineer-

in-Charge in writing 7 days ahead of likely date of execution to obtain owner's 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.

• **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.

• **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 contractor -----

Name & Address _____

of the firm _____

with seal _____

AGREEMENT

Articles of Agreement made this ----- **Two thousand Eighteen** 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 sixteen 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

Signed by the owner

Name

Witness

1

2

1

2

PRICE BID

**National Cooperative Development Corporation
(Genl. Admin. Division)**

Performa for quoting rates for "Entrance Renovation works at flat no.458 & 460 at AGVC, New Delhi- 16".

Name Of Work : Renovation of entrance area of Flat no. 458 & 460, situated at Asiad Village Complex					
Sl. No.	Description of Items	Unit	Quantity	Rate	Amount
1	Chequerred precast cement concrete tiles 22 mm thick in footpath & courtyard, jointed with neat cement clurry mixed with pigment to match the shade of tiles , including rubbing and cleaning etc. complete on 20mm thk. Bed of cement mortar(1 cement: 4 Coarse sand) in light shade pigment using white cement	Sqm	30		
2	Providing and fixing of Kota stone slab flooring over 20 mm (average) thick base laid over and jointed with grey cement slurry mixed with pigment to match the shade of the slab,including rubbing and polishing complete with base of epoxy fill :	Sqm	30		
3	Extra for pre finished nosing in treads of steps of Kota stone/ sand stone slab.	R m	120		
4	Extra for Kota stone/ sand stone in treads of steps and risers using single length up to 1.05 metre.	Sqm	30		
5	Providing and laying antiskid vitrified floor tiles in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS: 15622, of approved make, in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand), jointing with grey cement slurry @ 3.3kg/sqm including grouting the joints with white cement and matching pigments etc., complete. Size of Tile 600x600 mm. (Make : Nitco, Kajaria, Somany, Johnson Or Equivalent)	Sqm	15		
6	Providing & fixing UV stabilised fiberglass reinforced plastic sheet roofing up to any pitch, including fixing with polymer coated 'J' or 'L' hooks, bolts & nuts 8mm dia. G.I plain/bitumen washers complete but excluding the cost of purlins, rafters, trusses etc.The sheets shall be manufactured out of 2400 TEX panel rovigs incorporating minimum 0.3% ultra-violet stabiliser in resin system under approximately 2400 psi and hot cured.They shall be of uniform pigmentation and thickness without air pockets and shall conform to IS 10192 and IS 12866.The sheets shall be opaque or translucent, clear or pigmented, textured or smooth as specified.	Sqm	25		

7	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq. meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground, all complete as per directions of Engineer-In-Charge. With cement mortar 1:4 (1cement: 4 coarse sand)	Sqm	20		
	Steel work				
8	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	Kg	250		
9	Providing and fixing 15 cm wide, 45 cm overall semi-circular plain G.S. sheet gutter with iron brackets 40x3mm size, bolts, nuts and washers etc., including making necessary connections with rain water pipes complete.	metre	25		
10	Providing flat iron brackets 50x3 mm size with necessary bolts, nuts and washers etc. for fixing asbestos cement / G.S. sheets gutters with purlins.	Nos.	50		
	Final Total (Rs.)				
	Say(Rs.)				

Total Amount in words: _____

Note: i) Rates quoted should be inclusive of all applicable taxes, transportation costs/cartage, octroi, loading and unloading cost, stacking and placing, material, labour etc. at all leads and levels all complete

Signature.....
Name & address.....
of the firm.....
(with seal).....