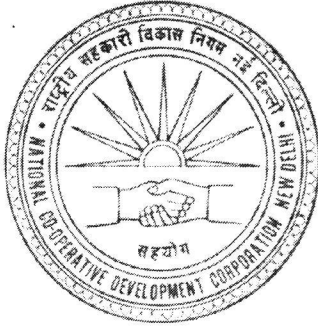


राष्ट्रीय सहकारी विकास निगम के निगम मुख्यालय
स्थित ड्राइवर फ्लैट एवं भूतल के दो प्रसाधनो के नवीयन
हेतु निविदा दस्तावेज

TENDER DOCUMENT FOR RENOVATION OF
DRIVER'S FLAT AND TWO NOS. OF TOILETS
AT GROUND FLOOR
NATIONAL COOPERATIVE DEVELOPMENT
CORPORATION, NEW DELHI-16



राष्ट्रीय सहकारी विकास निगम
NCDC
Assisting Cooperatives. Always!
सहकारिताओं की सहायता में सदैव तत्पर!

निविदा की लागत

:

निःशुल्क

Cost of Tender Document

:

Free of Cost

राष्ट्रीय सहकारी विकास निगम

प्लॉट सं. 4, सिरी इंस्टीट्यूशनल एरिया, हाऊज खास, नई दिल्ली - 110016

वेबसाइट : <http://ncdc.in>

NATIONAL COOPERATIVE DEVELOPMENT CORPORATION

4, Siri Institutional Area,

Hauz Khas, New Delhi- 110 016.

Website: <http://ncdc.in>

सूचकांक

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राष्ट्रीय सहकारी विकास निगम (सामान्य प्रशासन विभाग)

संख्या: 9-9/2007 -Genl.

दिनांक : 11.04.2022

निविदा आमंत्रण सूचना

राष्ट्रीय सहकारी विकास निगम, 4, सिरी इंस्टीट्यूशनल एरिया, हौज खास, नई दिल्ली - 110016 में स्थित ड्राईवर फ्लैट एवं भूतल के दो प्रसाधनों के नवीयन हेतु सीपीडब्ल्यूडी / राज्य पीडब्ल्यूडी / रेलवे / एमईएस / बीएसएनएल / पीएसयू / बैंकिंग संस्थानों आदि के उचित वर्ग के पंजीकृत ठेकेदार / फर्मों से दो बोली सिस्टम पर सीलबंद दर की निविदाएं अनुबंध-III में 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 ₹ 4.0 लाख का एक कार्य के लिए या ₹ 2.5 लाख के प्रत्येक के दो कार्य के लिए या ₹ 2.0 लाख प्रत्येक के तीन कार्य के लिए जो कि इसी प्रकार के हो व केन्द्रीय सरकार / राज्य सरकार, सार्वजनिक क्षेत्र के उपक्रम, स्वायत्त निकाय में होना अनिवार्य है।
- ख. उपरोक्त फर्म का पिछले पांच वर्षों में किसी भी तीन वित्तीय वर्षों, 2018-19, 2019-20 एवं 2020-2021 के दौरान, हर साल कम से कम ₹ 30 लाख का वार्षिक वित्तीय कारोबार होना अनिवार्य है (सम्बंधित वित्तीय कागजात जिसमें की वार्षिक टर्नओवर, नफा और नुकसान खाते की पूर्ण जानकारी चार्टर्ड अकाउंटेंट द्वारा सत्यापित कर संलग्नित किया जाना आवश्यक है)।
- ग. उचित वर्ग के ठेकेदार / फर्म को सीपीडब्ल्यूडी / राज्य पीडब्ल्यूडी / रेलवे / एमईएस / बीएसएनएल / स्वायत्त निकायों/ पीएसयू / बैंकिंग संस्थानों के साथ पंजीकृत होना अनिवार्य है।
- घ. उपरोक्त फर्म के पास वैध जीएसटी नंबर होना अनिवार्य है।

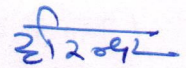
निविदा दस्तावेज (गैर हस्तांतरणीय) एनसीडीसी कार्यालय से निःशुल्क में 10.00 बजे से 5.00 बजे तक दिनांक 03.05.2022 तक किसी भी कार्य दिवस पर प्राप्त किया जा सकता है। निविदा दस्तावेज एनसीडीसी वेबसाइट [http // ncdc.in](http://ncdc.in) से डाउनलोड भी किया जा सकता है।

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), प्लॉट संख्या 4, सिरी इंस्टीट्यूशनल एरिया, हौज खास, नई दिल्ली -110016 दिनांक 04.05.2022 को अपराह्न 3.00 बजे तक अधोहस्ताक्षरी के कार्यालय में प्रस्तुत किया जाना चाहिए। पूर्व अर्हता बोली इसी दिन अपराह्न

3.30 बजे खोली जाएँगी। 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 के रूप में ₹ 10,000 /- (दस हजार रुपये मात्र) 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।



(हरिंदर पाल कौर)

निदेशक (सामान्य प्रसाशन)

National Cooperative Development Corporation

(General Administration Division)

No:9-9/2007 -Genl.

Dated : 11.04.2022

NOTICE TENDER

National Cooperative Development Corporation (4, Siri Institutional Area, Hauz Khas, New Delhi – 110016) invites sealed tenders from contractors for the **“RENOVATION OF DRIVER'S FLAT AND TWO NOS. OF TOILETS AT GROUND FLOOR OF CANTEEN BLOCK”**

ELIGIBILITY CRITERIA

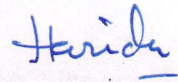
1. Experience of having successfully completed at least one similar / civil works costing not less than Rs. 4.0 Lakh, or atleast two similar/ civil works costing not less than Rs.2.5 Lakh or at least three similar/civil works costing less than Rs. 2.0 Lakh in Central Govt. / State Govt., Central Govt. PSUs, autonomous bodies and private organizations of repute.
2. The firm should have minimum annual turn over of Rs.30 lakh in each year during last three years i.e. for the years 2018-19, 2019-20 & 2020-2021 (Enclose copies of financial statements including turnover, profit & loss accounts of the firm duly signed by C.A.)
3. The firm shall be registered with CPWD (Central Public works Department)/State PWD/Railways/ Banking institutions/PSU's/ autonomous bodies of repute.
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 03.05.2022. 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 04.05.2022. 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.10,000 /- (Rupees Ten 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.



(Harinder Pal Kaur)
Director (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/ PSU's.	
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/GSTIN is to be enclosed)	
10.	Details & Qualification of professionals, skilled manpower available with the contractor/ firm.	
11.	Particulars of DD/ towards EMD of ₹10,000/-	
12.	Details of work orders executed during last three years (copies of the Orders to be enclosed)	
13.	Turnover of the contractor/firm in the financial years:	
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)

Annexure-II

**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. :

ELIGIBILITY CRITERIA

1. Experience of having successfully completed at least one similar / civil works costing not less than Rs. 4.0 Lakh, or atleast two similar/ civil works costing not less than Rs.2.5 Lakh or at least three similar/civil works costing less than Rs.2.0 Lakh in Central Govt. / State Govt., Central Govt. PSUs, autonomous bodies and private organizations of repute.
 2. The firm should have minimum annual turn over of Rs. 30 lakh in each year during last three years i.e. for the years 2018-19, 2019-20, 2020-21 (Enclose copies of financial statements including turnover, profit & loss accounts of the firm duly signed by C.A.)
 3. The firm shall be registered with CPWD (Central Public works Department)/State PWD/Railways/ Banking institutions/PSU's/ autonomous bodies of repute.
 4. Valid GST registration no
- The limited Tenders super scribed with “ Renovation of Driver’s Flat and two nos. of toilets at ground floor of Canteen Block Of National Cooperative Development Corporation, Khelgaon, New Delhi” may be addressed and submitted to The Director (GA), National Cooperative Development Corporation, 4-Siri Institutional Area, Hauz Khas, New Delhi-110016.
 - The Tenderer should deposit an EMD of Rs 10,000 /- (Rupees Ten 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 ““ Renovation of Driver’s Flat and two nos. of toilets at ground floor of Canteen Block of National Cooperative Development Corporation, New Delhi must be completed within 45 days from the date of award of work .

- 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 one year 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 & submission of bill by the contractor to NCDC on time.

- **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 (rates as per the notification of Delhi Govt. labour Deptt.). 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 (rates as per the notification of Delhi Govt. 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

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 twenty two** 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 contract.
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

मूल्य बोली

PRICE BID

National Cooperative Development Corporation
(Genl. Admin. Division)

Performa for quoting rates for "Renovation of Driver's Flat and two nos. of toilets at ground floor at National Cooperative Development Corporation, New Delhi- 16".

Sl. No.	Description of Items	Unit	Qty.	Rate	Amount
	Sub-Head : 1 "DISMANTLING / DEMOLITION WORKS"				
1	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repair to scratches etc. complete.	Sq.m	110.91		
2	Dismantling of existing Vitreous China sanitary wares including WCs, Wash-basin as per instructions. The cost inclusive of stacking of dismantled materials in good condition and also disposal of broken unserviceable vitreous China sanitary wares materials at contractors own place				
	a) Vitreous China water closet Indian / European	Nos.	2.00		
	b) Vitreous China washbasins / Urinals	Nos.	2.00		
	c) Vitreous China Urinals	Nos.	1.00		
	d) kitchen sink	Nos.	1.00		
3	Dismantling existing floors of bathrooms ,toilets & rooms as per instructions. The cost inclusive of stacking of dismantled materials in good condition and also disposal of broken unserviceable vitreous China sanitary wares.	Sq.m	14.19		
4	Removing existing waterproofing and the like by scrapping etc. to prepare the surface smooth for receiving the next treatment etc. Complete.	Sqm	21.39		
5	Dismantling of existing dado work from walls of bathrooms, kitchens & toilets laid in cement mortar manually / by mechanically means including disposal of dismantled tiles and cement mortar / unserviceable material at contractor's own place .	Sqm	22.50		
6	Dismantling of existing wooden wardrobes, other wood works, etc. from rooms, bathrooms as per instructions of Engineer -in -charge. The cost inclusive of stacking of dismantled materials in good condition and also disposal of broken unserviceable material at contractors own place.	Job	1.00		
7	Demolishing R.C.C.tank work manually/ by mechanical means including stacking of of unserviceable material within 50 metres lead as per direction of Engineer - in- charge.	Cum	3.03		

	Sub-Head : 2 "REPAIRING WORKS"				
1	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, racking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground at contractor's own place				
	a) With cement mortar 1:4 (1 cement : 4 fine sand)	Sq.m	31.05		
2	Wall painting with Distempering with oil bound washable distemper of approved brand and shade (Asian, Dulux, Nerolac) including water thinnable priming coat with cement primer. The procedure is to be executed by first removal of existing paint, rubbing with emery paper wherever required, then applying two coats of primer and making the face leveled in line. The prepared surface then should be applied with two or more coats to give uniform shade and consistency till the satisfaction of Engineer in charge.	Sq.m	200.00		
3	Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS: 15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete.	Sq.m	74.30		
4	Providing and laying rectified Glazed Ceramic floor tiles of size 300x300 mm or more (thickness to be specified by the manufacturer), of 1st quality conforming to IS : 15622, of approved make, in all colours, laid on 20 mm thick Cement Mortar 1:4 (1 Cement : 4 Coarse sand), jointing with grey cement slurry @ 3.3 kg/ sqm including pointing the joints with white cement and matching pigments etc., complete	Sq.m	24.45		
5	Providing and laying water proofing treatment to vertical and horizontal surfaces of depressed portions of W.C., kitchen and the like consisting of: (i) 1st course of applying cement slurry @ 4.4 kg/sqm mixed with water proofing compound conforming to IS 2645 in recommended proportions including rounding off junction of vertical and horizontal surface. (ii) 2nd course of 20 mm cement plaster 1:3 (1 cement : 3 coarse sand) mixed with water proofing compound in recommended proportion including rounding off junction of vertical and horizontal surface. (iii) 3rd course of applying blown or residual bitumen applied hot at 1.7 kg. per sqm of area.	Sq.m	21.39		

	(iv) IVth course of 400 micron thick PVC sheet. (Overlaps at joints of PVC sheet should be 100 mm wide and pasted to each other with bitumen @ 1.7 kg/sqm).				
6	Providing and laying in position cement concrete 1:2:4 of specified grade excluding the cost of centering and shuttering at work above plinth.	Cum	3.00		
7	Filling in sunken areas of toilet/ bathroom/kitchen with existing removed cinder/ material including, ramming consolidating and dressing complete.	Cum	2.50		
8	Providing and fixing wood work in frames of doors, windows, celestory windows and other frames, wrought framed and fixed in position with hold fast lugs or with dash fasteners of required dia & length A. Sal wood	Cum	0.30		
9	Providing and fixing door of standard size and thickness 35mm over the existing frame, with all around first class teak wood leaping of minimum thickness 6mm. The flush door shall be provided with ISI brand standard make(doorset, doorking,) L drop latches, necessary hinges and other hardware as required etc. all complete. and make to the satisfaction of engineer in charge.	Sq. Mtr.	17.86		
9(a)	with lamina on both side with necessary adhesive fixtures (fixing lamination on door, charges only)	Sq. Mtr.	11.37		
9(b)	with aluminium lamination (0.8mm) thick on oneside other side lamina with necessary fixtures ((fixing of aluminium sheet & lamination on door, charges only)	Sq. Mtr.	6.50		
10	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade :	Sq. Mtr.	36.05		
11	Providing gola 75x75 mm in cement concrete 1:2:4 (1 cement : 2coarse sand : 4 stone aggregate 10 mm and down gauge), including finishing with cement mortar 1:3 (1 cement : 3 fine sand) as per standard design :	Rnmt	30.00		
12	Providing and laying Polished Granite stone in required design and patterns, all complete as per the architectural drawings with 18 mm thick stone slab over 20 mm (average) thick base of cement mortar 1:4 (1 cement : 4 coarse sand) laid and jointed with cement slurry and pointing with white cement slurry admixed with pigment of matching shade including rubbing, curing and polishing etc. all complete as specified and as directed by the Engineer-in-Charge	Sq. Mtr.	5.00		
13	Brick on edge flooring with bricks of class designation 7.5 on a bed of 12 mm cement mortar, including filling the joints with same mortar, with common burnt clay non modular bricks:	Sq. Mtr.	20.00		

14	Rubbing and polishing of existing flooring with all complete and pointing with white cement slurry admixed with pigment of matching shade including rubbing, curing and polishing etc. all complete as specified and as directed by the Engineer-in-Charge	sq.mtr	35.00		
15	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge With float glass panes of 8 mm thickness (weight not less than 20 kg/sqm)	sq.mtr	3.00		
16	Providing and fixing powder coated aluminium work (minimum thickness of powder coating 50 micron) consisting of tee/ angle sections, of approved make conforming to IS : 733 in frames of false ceiling including aluminium angle cleats with necessary C.P. brass/stainless steel sunk screws, aluminium perimeter angles fixed to wall with stainless steel rawl plugs @ 450 mm centre to centre and fixing the frame work to G.I. level adjusting hangers 6 mm dia. with necessary cadmium plated machine screws all complete as per approved architectural drawings and direction of the Engineer-in-charge (level adjusting hangers, ceiling cleats and expansion hold fasteners to be paid for separately).	kg	15.00		
	Sub-Head : 3 " PLUMBING / SANITARY WORK "				
1	Providing and placing on terrace (connection for all floor levels) polyethylene water storage tank, IS : 12701 marked, with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes with fittings and the base support for tank.(Syntax or equivalent)(Capacity 2000L x2)	Ltr	4000.00		
1	Providing and Fixing white water closet (Indian type WC pan) with 100 mm sand cast P & S trap, 10 litre low level white P.V.C flushing cistern, including flush pipe, with manually controlled device (handle lever) conforming to IS : 7231, with all fittings and fixtures complete, including cutting and making good walls and floors wherever required white vitreous china orissa pattern W.C. pan of size 580x440 mm with intergral type foot rest (hindware , parryware or equivalent make)	No.	2.00		
2	Providing and Fixing white vitreous china wash basin with C.I. Brackets ,15 mm C.P. brass pillar tap, with all fittings and fixtures complete like bottle trap and connection pipe, including cutting and making good walls and floors wherever required (cost of pillar tap not included in this item)	No.	2.00		

3	Providing and fixing white vitreous china flat back or wall corner type lipped front urinal basin of 430x260x350 mm with standard flush pipe and C.P. brass spreaders with brass unions and G.I clamps complete, including painting of fittings and brackets, cutting and making good the walls and floors wherever required	No.	1.00		
4	Providing and fixing Stainless Steel A ISI 304 (18/8) kitchen sink as per IS:13983 with C.I. brackets and stainless steel plug 40 mm, including painting of fittings and brackets, cutting and making good the walls wherever required :	No.	1.00		
5	Providing and fixing Polyvinyl Chloride (PVC) pipes, having thermal stability and durability as per relevant IS standards. This includes jointing of pipes & fittings with one step PVC solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer in Charge. (Concealed work, including cutting chases and making good the walls etc.following dia mm nominal outer dia Pipes),(Astral, Ashirwad or equivalent make)				
a	100mm nominal outer dia. Pipes	Rnmt	20.00		
b	38mm nominal outer dia. Pipes	Rnmt	3.00		
6	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, including fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer in Charge. (Concealed work, including cutting chases and making good the walls etc.following dia mm nominal outer dia Pipes),(Astral, Ashirwad or equivalent make)				
a	20mm nominal outer dia. Pipes	Rnmt	25.00		
b	25mm nominal outer dia. Pipes	Rnmt	12.00		
d	50mm nominal outer dia. Pipes	Rnmt	20.00		
7	Providing and Fixing brass bib cock of approved quality (15 mm nominal bore)	No.	6.00		
8	Providing and Fixing C.P. brass angle valve of approved quality conforming to IS:8931	No.	6.00		
9	Providing and Fixing C.P. brass shower with shower arm:(15 mm nominal bore)	No.	1.00		
	Grand Total(Sub head 1+Sub head 2+Sub head 3)				

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).....

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	Flush Doors/ Plywood / Block Board	Green, Duro, Century Or Equivalent
4	Ceramic/Vitrified Tiles	Nitco, Kajaria, Somany, Johnson Or Equivalent
5	Paver Block	Unistone, Modern Or equivalent
6	Paint	Nerolac, Asian Paints Or Equivalent
7	Putty/POP	J.K Wall Care, Birla White Or Equivalent
8	Door Fittings	Godrej, Ozone, Indobrass Or Equivalent
9	Melamine Polish	Asian Paint, Nerolac Or Equivalent
10	Urinals	Parryware, Hindware, Cera Or Equivalent
11	Cistern (China Ware)	Parryware, Hindware, Cera Or Equivalent
12	Washbasin	Parryware, Hindware, Cera OR EQUIVALENT
13	PVC Pipe	Astral, Finolex, Supreme Or Equivalent
14	C.P. Fittings	Jaquar, Hindware, Cera, Or Equivalent
15	Waterproofing Compound	Pidilite, Dr. Fixit Or Equivalent
16	Mild steel (Fe-450/Fe500)	Rathi, TATA, Thermax or equivalent
17	Water tank	Syntax or Equivalent