

राष्ट्रीय सहकारी विकास निगम के नई दिल्ली  
स्थित कार्यालय भवन में विभिन्न नवीयन के  
कार्य हेतु निविदा दस्तावेज

**TENDER DOCUMENT FOR VARIOUS  
RENOVATION WORKS  
AT NCDC, H.O., NEW DELHI**



**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  
4, सिरी इंस्टीट्यूशनल एरिया, हाँज 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 INDEX

क्र.सं.	विवरण	पृष्ठ सं.
1.	कवर पृष्ठ Cover Page	1
2.	सूचकांक Index	2
3.	सुचना निविदा आमंत्रण Notice Inviting Tender	3-6
4.	पूर्व अहर्ता बोली Prequalification bid	7
5.	फर्म का विवरण (अनुबंध – I) Particulars of the firm (Annex. – I)	8
6.	अनुभव का विवरण (अनुबंध – II) Details of experience (Annexure-II)	9
7.	सामान्य नियम और शर्तें General Terms & Conditions	10-18
8.	अनुबंध प्रारूप Agreement Format	19
9.	स्वीकृत मेक / एजेंसियों की सूची (अनुबंध – III) List of Approved make/agencies (Annexure-III)	20
10.	Layout Drawings (Annexure-IV)	21

**राष्ट्रीय सहकारी विकास निगम  
(सामान्य प्रशासन विभाग)**

संख्या: 9-9/2007 -Genl.

दिनांक : 09.06.2026

**निविदा आमंत्रण सूचना**

राष्ट्रीय सहकारी विकास निगम, 4, सिरी इंस्टीट्यूशनल एरिया, हौज खास, नई दिल्ली-110016, अपने मुख्यालय भवन में विभिन्न तलों पर स्थित प्रसाधनों के नवीनीकरण एवं आठवें तल स्थित पैंटी के नवीनीकरण कार्य हेतु, **सीपीडब्ल्यूडी/राज्य पीडब्ल्यूडी/रेलवे/एमईएस/बीएसएनएल/पीएसयू** में सिविल कार्यों के लिए पंजीकृत एवं अधिसूचित फर्मों से, मात्रा अनुसूची के अनुसार, द्वि-बोली प्रणाली (तकनीकी एवं वित्तीय बोली) के अंतर्गत ऑनलाइन निविदाएं आमंत्रित करता है।

**आवश्यक योग्यता मापदंड :**

**क.** बोलीदाता/निविदाकर्ता को पिछले तीन वित्तीय वर्षों के दौरान कम से कम ₹63.46 लाख का एक समान प्रकृति का कार्य अथवा कम से कम ₹39.67 लाख के प्रत्येक के दो समान प्रकृति के कार्य अथवा कम से कम ₹31.73 लाख के प्रत्येक के तीन समान प्रकृति के कार्य सफलतापूर्वक पूर्ण/निष्पादित किए होने चाहिए। उक्त कार्य केंद्रीय सरकार/राज्य सरकार/सार्वजनिक क्षेत्र के उपक्रम/स्वायत्त निकाय में निष्पादित किए गए होने चाहिए।

**ख.** बोलीदाता/निविदाकर्ता का पिछले तीन वित्तीय वर्षों के दौरान प्रत्येक वर्ष कम से कम ₹100 लाख का वार्षिक वित्तीय कारोबार (Annual Turnover) होना अनिवार्य है। इसके समर्थन में वार्षिक टर्नओवर, लाभ एवं हानि खाता (Profit & Loss Account) तथा अन्य संबंधित वित्तीय विवरणों की प्रतियां, चार्टर्ड अकाउंटेंट द्वारा विधिवत प्रमाणित कर निविदा के साथ संलग्न की जानी चाहिए।

**ग.** बोलीदाता/निविदाकर्ता के पास वैध PAN एवं GST पंजीकरण होना अनिवार्य है तथा इसकी स्वप्रमाणित प्रतियां निविदा के साथ संलग्न की जानी चाहिए।

**घ.** बोलीदाता/निविदाकर्ता के पास केंद्र सरकार, राज्य सरकार अथवा किसी अन्य सक्षम वैधानिक प्राधिकरण द्वारा जारी वैध विद्युत ठेकेदार लाइसेंस/विद्युत लाइसेंस होना चाहिए। उक्त लाइसेंस की स्वप्रमाणित प्रति निविदा के साथ संलग्न की जानी अनिवार्य होगी।

**ङ.** बोलीदाता/निविदाकर्ता के पास कर्मचारी भविष्य निधि संगठन (EPFO) द्वारा जारी वैध कर्मचारी भविष्य निधि (EPF) पंजीकरण संख्या होनी चाहिए। पंजीकरण प्रमाण-पत्र की स्वप्रमाणित प्रति निविदा के साथ संलग्न की जानी अनिवार्य होगी।

**च.** बोलीदाता/निविदाकर्ता के पास कर्मचारी राज्य बीमा निगम (ESIC) का वैध पंजीकरण होना चाहिए। पंजीकरण प्रमाण-पत्र की स्वप्रमाणित प्रति निविदा के साथ संलग्न की जानी अनिवार्य होगी।

**छ.** बोलीदाता/निविदाकर्ता को अपने लेटरहेड पर अधिकृत हस्ताक्षरकर्ता द्वारा विधिवत हस्ताक्षरित घोषणा-पत्र प्रस्तुत करना होगा, जिसमें यह प्रमाणित किया गया हो कि निविदा प्रस्तुत करने की तिथि तक बोलीदाता/निविदाकर्ता को किसी केंद्रीय सरकारी विभाग, राज्य सरकारी विभाग, सार्वजनिक क्षेत्र उपक्रम

(PSU), स्वायत्त निकाय अथवा वैधानिक प्राधिकरण द्वारा कालीसूचीबद्ध (Blacklisted), प्रतिबंधित (Debarred) अथवा निषिद्ध (Banned) नहीं किया गया है।

प्री-बिड/प्री-टेंडर बैठक दिनांक 16.06.2026 को प्रातः 10:00 बजे एनसीडीसी मुख्यालय, 7वीं मंजिल स्थित बोर्ड कक्ष में आयोजित की जाएगी। इच्छुक निविदादाताओं द्वारा निविदा दस्तावेजों से संबंधित उठाए गए प्रश्नों/स्पष्टीकरणों पर बैठक के दौरान यथासंभव स्पष्टीकरण प्रदान किया जाएगा। जिन बिंदुओं पर तत्काल स्पष्टीकरण प्रदान किया जाना संभव नहीं होगा, उनके संबंध में निर्णय/स्पष्टीकरण सक्षम प्राधिकारी के अनुमोदन उपरांत पृथक रूप से जारी किया जाएगा। प्री-बिड बैठक के दौरान दिए गए स्पष्टीकरण तथा तत्संबंधी जारी परिशिष्ट/संशोधन, यदि कोई हो, निविदा दस्तावेज का अभिन्न अंग माने जाएंगे।

निविदा दस्तावेज (गैर हस्तांतरणीय) एनसीडीसी कार्यालय से निःशुल्क 10.00 बजे से 5.00 बजे तक 24.06.2026 दिनांक तक किसी भी कार्य दिवस पर प्राप्त किया जा सकता है। निविदा दस्तावेज एनसीडीसी वेबसाइट [www.ncdc.in](http://www.ncdc.in) अथवा [www.eprocure.gov.in](http://www.eprocure.gov.in) से डाउनलोड भी किया जा सकता है।

निविदा हेतु बयाना राशी दिनांक 25.06.2026 को अपराह्न 3.00 बजे तक अधोहस्ताक्षरी के कार्यालय में प्रस्तुत किया जाना चाहिए। पूर्व निविदा बोली इसी दिन अपराह्न 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 ई-मेल के द्वारा सूचित कर दी जाएगी

**"राष्ट्रीय सहकारी विकास निगम", नई दिल्ली के पक्ष में देय - निविदा बयाना डिमांड ड्राफ्ट के रूप में ₹1,59,000/- (रूपये एक लाख उन्सठ हजार रूपये) 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।

Sd/-  
(सिद्धार्थ कुमार निम)  
मुख्य निदेशक (सामान्य प्रशासन)

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

No.NCDC:9-9/2007 –Genl.

Dated : 09.06.2026

**NOTICE INVITING TENDER**

National Cooperative Development Corporation, 4, Siri Institutional Area, Hauz Khas, New Delhi – 110016 invites online Item rate tenders under two-bid system from firms registered with **CPWD/State PWD/Railways/MES/BSNL /PSUs** and notified for carrying out civil works, for the work of “Renovation of Toilets at Eight Floors (Ground Floor, 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup> & 7<sup>th</sup> Floors) and Pantry at 8<sup>th</sup> Floor of NCDC H.O. Building”, as per the Schedule of Quantities attached with the tender.

**ESSENTIAL ELIGIBILITY CRITERIA:**

- a.** The bidder/tenderer should have successfully completed/executed one similar work of value not less than ₹63.46 lakh, or two similar works of value not less than ₹39.67 lakh each, or three similar works of value not less than ₹31.73 lakh each during the last three financial years in Central Government/State Government/Public Sector Undertakings/Autonomous Bodies.
- b.** The bidder/tenderer should have achieved an annual turnover of not less than ₹100.00 lakh in each year during the last three financial years. Copies of the financial statements, including annual turnover, Profit & Loss Account, and other relevant financial documents duly certified by a Chartered Accountant, shall be enclosed with the bid.
- c.** The bidder/tenderer must possess a valid PAN and GST Registration Number. Self-attested copies of the same shall be enclosed with the bid.
- d.** The bidder/tenderer shall possess and submit a valid Electrical Contractor License/Electrical License issued by the Central Government, State Government, or any other competent statutory authority. A self-attested copy of the valid license shall be enclosed with the bid.
- e.** The bidder/tenderer shall possess a valid Employees' Provident Fund (EPF) Registration Number issued by the Employees' Provident Fund Organization (EPFO). A self-attested copy of the valid registration certificate shall be enclosed with the bid.
- f.** The bidder/tenderer shall possess a valid Employees' State Insurance Corporation (ESIC) Registration Number. A self-attested copy of the valid registration certificate shall be enclosed with the bid.
- g.** The bidder/tenderer shall submit a declaration on its letterhead, duly signed by the authorized signatory, stating that the bidder/tenderer has not been blacklisted, debarred, or banned by any Central Government Department, State Government Department, Public Sector Undertaking (PSU), Autonomous Body, or Statutory Authority as on the date of submission of the bid.

The tender document (non-transferable) can be obtained from the NCDC office, Free of Cost, on any working day upto 24.06.2026. The tender document can also be downloaded from website <http://www.ncdc.in/>. or [www.eprocure.gov.in](http://www.eprocure.gov.in) .

A Pre-Bid Meeting shall be held on 16.06.2026 at 10:00 AM in the Board Room, 7th Floor, NCDC Head Office. Prospective bidders may seek clarifications regarding the tender documents during the meeting. Every effort will be made to provide necessary clarifications at the meeting itself. However, in respect of issues requiring further examination or approval, the clarifications shall be issued subsequently through appropriate addendum/corrigendum. Any clarification, addendum, or corrigendum issued thereafter shall form an integral part of the tender documents

The EMD in sealed envelope for said work must reach NCDC office upto 3.00 P.M. on 25.06.2026. 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 tenderer should be accompanied with **earnest money deposit (EMD) amounting to ₹1,59,000/- (Rupees One Lakh Fifty Nine 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.

Sd/-

**(Siddharth Kumar Nim)**  
**Chief-Director (GA)**

पूर्व अहर्ता बोली  
Prequalification Bid

**PARTICULARS OF THE / FIRM**

1.	Name of the firm,	
2.	Telephone/Mobile Number	
3.	Fax No./E.Mail	
4.	Date/year of commencement of business	
5.	Registration Certificate 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 Firm (photocopy of PAN/GSTIN is to be enclosed)	
10.	Details & Qualification of professionals, skilled manpower available with the firm.	
11.	Particulars of DD/Banker's Cheque towards EMD of ₹1,59,000/-	
12.	Details of work orders executed during last three years (attested copies of the Orders to be enclosed)	
13.	Turnover during each FY in last 3 financial years:	
14.	Any other relevant information (Like EPFO, ESIC registration details. Licences etc)	

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

## GENERAL TERMS & CONDITIONS. :

### **1. ESSENTIAL ELIGIBILITY CRITERIA FOR FIRM:**

- 1.1 Experience of having successfully completed/executed single work for an amount not less than ₹63.46 Lakh or two works for an amount not less than ₹39.67 Lakh each or three works for an amount not less than ₹ 31.73 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 annual turnover of ₹100.00 lakh in each year in any of the three financial years during the last five years (Enclose copies of financial statements including turnover, profit & loss accounts of the firm duly signed by C.A.)
- 1.3 Must have valid PAN & GST Number.
- 1.4 The Tenderer should deposit an **earnest money deposit (EMD) amounting to ₹1,59,000/- (Rupees One Lakh Fifty Nine 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.
- 1.5 In case any bidder is seeking exemption from EMD or Turnover Criteria etc the supporting documents/ latest orders to prove his eligibility for exemption must be submitted for evaluation by the buyer.

### **2. GENERAL**

- 2.1 The tender should be filled on website [www.eprocure.gov.in](http://www.eprocure.gov.in)
- 2.2 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.
- 2.3 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.
- 2.4 A Pre-Bid Meeting shall be held on 16.06.2026 at 10:00 AM in the Board Room, 7th Floor, NCDC Head Office. Prospective bidders may seek clarifications regarding the tender documents during the meeting. Every effort will be made to provide necessary clarifications at the meeting itself. However, in respect of issues requiring further examination or approval, the clarifications shall be issued subsequently through appropriate addendum/corrigendum. Any clarification, addendum, or corrigendum issued thereafter shall form an integral part of the tender documents
- 2.5 Conditional offers shall not be accepted. The NCDC reserves the right to reject any one or all the tenders without assigning any reasons.
- 2.6 All materials required for the job/work will have to be arranged by the firm as per relevant codes specifications as prescribed by Bureau of Indian standards and CPWD specifications. The Contractor shall obtain prior written approval of the Engineer-in-Charge for the make, model, design, material, finish, and technical specifications of all the items before procurement and installation. Any item installed without such approval

shall be liable for rejection and replacement at the Contractor's risk and cost, without any additional financial implication to the Department. No escalation in rates will be entertained in case there is a difference in the item selected is having rate higher and the rate quoted by the firm is lower.

2.7 The 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-in-charge.

2.8 The 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.

2.9 In any case price once finalized will not be revised throughout the tender process. So, no request in this regard will be entertained after awarding the tender. A pre bid meeting will be organized before opening of bid for which a notice on website will be given. No other form of correspondence will be entertained before opening of tender.

### **3. SCOPE OF WORK**

3.1 Renovation of Toilets of Eight Floors (Ground Floor, 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup> & 7<sup>th</sup> Floors) and Pantry at 8<sup>th</sup> Floor of National Cooperative Development Corporation H.O. Building at 4, Siri Institutional Area, Hauz Khas, New Delhi – 110016.

### **4. COMPLETENESS OF TENDER**

All Renovation & 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 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, item selected, 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.

5.5 It is extensively quantity based tender **any deviation or variations beyond limits shall be brought to the notice of corporation by the contractor** or else there will not be any payment of deviated quantities.

## 6. VALIDITY

The rates quoted shall be valid for 180 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:-

- The work of renovation of toilets at 7th floor and pantry at 8th floor of NCDC , H.O Bldg at 4, Siri Institutional Area, Hauz Khas, New Delhi -16, has to be completed within **30 days** from the date of award of work order.
- The work of renovation of toilets at 3<sup>rd</sup> and 5<sup>th</sup> floor of NCDC , H.O Bldg at 4, Siri Institutional Area, Hauz Khas, New Delhi -16, has to be completed within **45 days** from the date of completion of renovation of 7th floor and pantry at 8th floor.
- The work of renovation of toilets at 4<sup>th</sup> and 6<sup>th</sup> floor of NCDC , H.O Bldg at 4, Siri Institutional Area, Hauz Khas, New Delhi -16, has to be completed within **45 days** from the date of completion of renovation of toilets at 3<sup>rd</sup> and 5<sup>th</sup> floor.
- The work of renovation of toilets at GF, 1<sup>st</sup> & 2<sup>nd</sup> floor of NCDC , H.O Bldg at plot no.04, Siri Institutional Area, Hauz Khas, New Delhi -16, has to be completed within **60 days** from the date of completion of renovation of toilets at 5<sup>th</sup> and 6<sup>th</sup> floor.

## 8. DEFECT LIABILITY PERIOD

The defect liability period shall be 12 months from the date of completion of the said work. Any defect(s) noticed during the defect liability period shall be rectified by the contractor within 07 days from the date of issue of notice by NCDC, failing which the same may be got rectified at the risk and cost of the contractor.

## 9. PENALTY FOR NOT COMPLETING THE WORK IN TIME

If the Contractor fails to complete the work within the stipulated completion period or any extension thereof granted by NCDC, Liquidated Damages (LD) at the rate of 0.5% of the contract value per week or part thereof shall be levied for the period of delay, subject to a maximum of 10% of the contract value.

The amount of Liquidated Damages shall be recovered from any amount due or becoming due to the Contractor, including the Performance Security, if required.

Without prejudice to the recovery of Liquidated Damages, NCDC reserves the right to get the remaining work executed through any other agency at the risk and cost of the Contractor after giving a notice in this regard. Any additional expenditure incurred by NCDC in completing the work shall be recoverable from the Contractor.

## 10. EXTENSION OF TIME FOR COMPLETION

The firm shall ensure timely completion of the renovation work. If the 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 firm 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 firm for any extension of time.

## 11. EARNEST MONEY DEPOSIT:

**EMD of ₹1,59,000/- (Rupees One Lakh Fifty Nine Thousand Only)** in the form of Demand Draft 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 firm.

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

EMD of the successful bidder will be refunded after the completion of the work and will be retained as security deposit.

**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 bidder shall furnish a Performance Security equivalent to 5% of the accepted contract value in the form of Demand Draft, Pay Order, Fixed Deposit Receipt (FDR) or Bank Guarantee from a Scheduled Commercial Bank within 15 days of issue of the Letter of Award/Work Order.

The Performance Security shall remain valid up to the expiry of the Defect Liability Period of 12 months from the date of successful completion of the work, with an additional claim period of 03 months in case of a Bank Guarantee. The same shall be liable to forfeiture, wholly or partly, in the event of breach of contract, non-performance, or failure to rectify defects during the Defect Liability Period.

In case the successful bidder fails to furnish the Performance Security within the stipulated period, the award of work may be cancelled and the EMD, if applicable, shall be liable to forfeiture. The Performance Security shall be released without interest after successful completion of the work, expiry of the Defect Liability Period, and fulfilment of all contractual obligations to the satisfaction of NCDC.

**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 firm for breach of any of the terms and conditions or unsatisfactory performance of the contract, terminate the contract by giving fifteen (15) days' notice in writing. NCDC shall also reserve the right to terminate the contract at any time during the currency of the contract, without assigning any reason thereof, and such decision of NCDC shall be final and binding on the firm.

**16. MOBILISATION & ADVANCE AGAINST MATERIAL**

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

**17. ASSIGNMENT AND SUBLETTING**

The said work shall be executed by the firm and the firm 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 firm of this clause will mean default in performance of contract.

The Firm shall be solely and exclusively responsible for engaging or employing persons for the execution of work. All persons engaged by the firm shall be on Firm's payroll and paid by Firm. All disputes or differences between the Firm and his/their employees shall be settled by Firm.

NCDC has absolutely no liability whatsoever concerning the employees of the Firm. The Firm 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 Firm shall make regular and full payment of wages and on any complaint by any employee of the Firm 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 Firm and recover the amount in full from the bills of the Firm and the firm shall not claim any compensation or reimbursement thereof.

The Firm 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 Firm 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 Firm 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 Firm by the Engineer-in-Charge, whether mentioned in the Contract or not. The Firm 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 also. The firm 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 firm 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 firm 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 firm to any increase in rates. All work at night shall be carried out without unreasonable noise and disturbances/nuisance. The firm 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 FIRM TO INDEMNIFY THE OWNER**

The Firm 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 Firm in the performance of his obligations under the contract. The Firm 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 Firm or his sub contractor and Firm 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 there are 4 stages of completion of works (as mentioned in point no. 7), so 3 Running bill after completion of respective stage will be considered for payment. Final bill Payment will be made within 30 days of the submission of measurement book, duly filled in and checked and signed by Engineer- in – Charge subject to satisfactory performance and completion of work. **The contractor/ executing firm will use only those materials for laying which have been mentioned in the Annexure-III of the tender document. Only in that condition the bill will be considered for payment when the contractor/ executing firm submits the Original bills of major items (Cement, steel, tiles, sanitary wares, sanitary fittings etc), purchased in original from the manufacturer/dealer, to the Corporation, subjected to be verified by the Engineer in Charge.**

#### **18. b COMPLETION OF WORK AND COMPLETION CERTIFICATE**

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

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

**19. MATERIAL TESTING CERTIFICATION**

The firm 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 firm. The firm 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 firm shall store the said potable water in its own temporary storage tanks.

The firm 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 AND SUBSTITUTED ITEMS**

The quantities indicated in the BOQ are tentative and may vary during execution. The Contractor shall execute the work at the accepted contract rates for any increase or decrease in quantities.

(a) Variations in the quantity of any individual item up to 30% of the agreement quantity shall be paid at the accepted contract rate.

(b) For variations exceeding 30% of the agreement quantity, the rate for the excess quantity may be reviewed and determined by the Competent Authority based on contract rates, DSR rates, market rates and rate analysis, as applicable.

(c) Extra and substituted items not covered by the BOQ shall be paid as under:

- i. At the contract rate, if a similar item exists in the BOQ;
- ii. At DSR rates adjusted by the accepted tender percentage, wherever applicable;

iii. In the absence of the above, on the basis of detailed rate analysis using prevailing market rates of materials, labour, carriage, taxes, contractor's overheads and profit, subject to approval of the Competent Authority.

(d) Deduction/deleted items shall be valued at the corresponding contract rates. Where no contract rate exists, the value shall be determined in accordance with the above principles.

(e) No extra or substituted item involving additional financial implication shall be executed without prior written approval of the Engineer-in-Charge/Competent Authority.

**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 firm 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 Firm  
(Name & Address of the Firm with seal)**

**AGREEMENT FORMAT**

Articles of Agreement made this ----- **Two thousand & Twenty**..... 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 Firm" 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 Firm  
Name  
Address

Signed by the owner  
Name  
Address

Witness

Witness

1.

1.

2.

2.

**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, Electrical 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	Paint	Nerolac, Asian Paints Or Equivalent
6	Putty/POP	J.K Wall Care, Birla White Or Equivalent
7	Door Fittings	Godrej, Ozone, Indobrass Or Equivalent
8	Melamine Polish	Asian Paint, Nerolac Or Equivalent
9	Urinals	Parryware, Hindware, Cera Or Equivalent
10	Cistern ( China Ware)	Parryware, Hindware, Cera Or Equivalent
11	Washbasin	Parryware, Hindware, Cera OR EQUIVALENT
12	PVC Pipe	Astral, Finolex, Supreme Or Equivalent
13	C.P. Fittings	Jaquar, Hindware, Cera, Or Equivalent
14	Waterproofing Compound	Pidilite, Dr. Fixit Or Equivalent
15	Steel Reinforcement (Fe-450/Fe500)	Rathi, TATA, Thermax or equivalent

**ELECTRICAL WORKS**

S.NO	Items	Make
1	Modular type Switch	Anchor Roma, Legrand, Philips or Equivalent
2	TV Antenna Socket Outlet	Anchor Roma, Legrand, Philips or Equivalent
3	Modular type Socket Outlet	Anchor Roma, Legrand, Philips or Equivalent
4	FRLS PVC Insulated Copper Conductor	KEI, Havells, Polycab or Equivalent
5	Modular Distribution Box Cover	ABB, Legrand, Siemens or Equivalent
6	Exhaust Fan	Havells, Crompton, Bajaj or Equivalent
7	Modular Switch Cover Plate	Anchor Roma, Legrand, Philips or Equivalent
8	Sensors	Jaquar, Hindware, Cera, Euronics Or Equivalent

