

## NOTICE INVITING TENDERS

Applications are invited from the practicing reputed and registered Contractors who are well conversant with the local building bye laws of National Capital of Delhi for **Renovation (Interior) Works at Ground and 1<sup>st</sup> Floor of NCUI Administrative Building at NCUI Complex**, 3, Siri Institutional Area, August Kranti Marg, New Delhi – 16.

Detailed Tender document of the work may be purchased by depositing of `2,000/- only from the office of the Director (Estate), NCUI, on any working day from 10.00 AM to 4.00 PM from 28.12.2021 to 12.01.2022. The last date for submission of tender is 14.01.2022 at 3.00 P.M.

<b>Scope of work</b>	Renovation (Interior) Works at Ground and 1 <sup>st</sup> Floor of NCUI Administrative Building at NCUI Complex
<b>Estimated cost</b>	`3,89,08,795/-
<b>Completion time</b>	04 Months
<b>Validity of Tender</b>	90 days from the last date of submission.
<b>Qualifying Criteria</b>	<ol style="list-style-type: none"><li>1. Agency registered in appropriate class of MES /CPWD/ State PWDs/Public Sector Undertakings/Railways/Govt. Sector Construction Agencies shall be preferred.</li><li>2. Agency must have PAN and GST Registration No. (Documentary evidence is to be submitted).</li><li>3. Average Annual Financial Turnover on works during the last three years, ending 31<sup>st</sup> March of the previous financial year i.e., 20-21, should be at least 80% of Estimated Cost.</li><li>4. Agency should have the experience of completion of similar nature of work i.e. Renovation (Interior) Works during last 5 years ending last day of month previous to the one in which tenders are invited should be either of the following:<ol style="list-style-type: none"><li>a. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost,</li></ol></li></ol> <p style="text-align: center;"><b>OR</b></p> <ol style="list-style-type: none"><li>b. Two similar completed works each costing not less than the</li></ol>

	<p>amount equal to 60% of the estimated cost</p> <p style="text-align: center;"><b>OR</b></p> <p>c. One similar completed works each costing not less than the amount equal to 80% of the estimated cost.</p> <p>d. Work order and Completion Certificate should be attached with tender documents.</p>
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Sd/-

**Chief Executive**  
**National Cooperative Union of India**

## **SCOPE OF WORK**

The scope of work includes all required activities for proper completion of work titled as **“Renovation (Interior) Works at Ground and 1<sup>st</sup> Floor of NCUI Administrative Building at NCUI Complex”** as directed by the Engineer-in-Charge in accordance to the BOQ & standard technical specifications of this tender. Schedule of CPWD will be followed if any specification is not given in the tender.

### **Note:**

*The bidders, at their own responsibility/cost/risk, are advised to visit and examine the site of works and obtain all information that may be necessary for preparing the bid and entering into a contract for execution of the works. It shall be deemed that the bidder has visited the site/ area and got fully acquainted with the working conditions/ other prevalent conditions/ fluctuations and has taken all the factors into account while bidding.*

## Eligibility Criteria

1. Agency registered in appropriate class of MES /CPWD/ State PWDs/Public Sector Undertakings/Railways/Govt. Sector Construction Agencies shall be preferred, Bidder must have PAN and GST Registration No.
2. The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing. An undertaking by the bidder should be submitted on the company's letter head.
3. The average annual financial turn over during the last three financial years ending 31<sup>st</sup> March of 2021 should not be less than 80% of the estimated cost of renovation (interior) only.

(Please submit Annual Report (Balance Sheet and Profit & Loss Account) for the last three financial year's i.e. from 2018-19, 2019-20 & 2020-21)

The bidder should submit actual annual report (balance sheet and Profit & loss account) or Provisional Annual report (balance sheet and Profit & loss account)/ CA certificate for the turnover for the financial year 2020-2021.

4. The bidder should have provided experience certificate for a completed similar project in a single work order as a contractor for satisfactory completion of the projects of magnitude as specified below during last 5 (Five) years, ending 30.04.2021 and should be either of the following.
  - a) 3 (Three) similar works each valuing not less than 40% of the estimated cost of renovation (interiors) works
  - OR***
  - b) 2 (Two) similar works each valuing not less than 60% of the estimated cost of renovation (interiors) works
  - OR***
  - c) 1 (One) similar work valuing not less than 80% of the estimated cost of renovation (interiors) works

**Note: Similar work would mean completed renovation (interiors) of building works in the last 05 year for the Government /Semi Government/ Govt. Autonomous Bodies only.**

**(PLEASE SUBMIT COPIES OF COMPLETION CERTIFICATES, LOA/AGREEMENT FROM CLIENT MENTIONING THE NATURE OF WORK, VALUE OF WORK AND TIME PERIOD. THE CERTIFICATES SHALL BE CONSIDERED VALID ONLY IF IT IS ISSUED / COUNTER SIGNED BY AN OFFICER NOT BELOW THE RANK OF EXECUTIVE ENGINEER OR EQUIVALENT).**

5. Bidder should not be blacklisted/ debarred by any government/ semi government department/ PSU. (Please attach an undertaking) Self certification on bidder's letter head that the bidder is not blacklisted by any Government Department/PSU
6. The bidder should give an undertaking on the company's letter head that all the documents/ certificates/information submitted by them against the tender are genuine. In case any of the documents/ certificates/ information submitted by the bidder is found to be false or forged, action as deemed fit may be initiated by NCUI at its sole discretion.
7. The Bidder should have valid registration for GST, PF and in labor department.
8. The Bidder should have valid PAN number.
9. Bidder should have positive net worth and should not incur any loss in last three financial years ending 31<sup>st</sup> March 2021.
10. The tender is covered under IP pact and bidder is required to submit duly filled and signed documents, which is also available in NCUI office.

***Tenders received without EMD/inadequate EMD, and without the requisite Tender Fee shall be summarily rejected.***

**The bidder must officially procure the tender documents from the office of NCUI before the last date and time of sale of tender document in order to bid for this tender.**

All the bidders must ensure that their bid is complete in all respects and conforms to tender terms and conditions, tender specifications etc. failing which the bids are liable to be rejected without seeking any clarifications on any exception/deviation taken by the bidder in their bid.

NCUI reserves the right to accept or reject any or all the tenders without assigning any reason.

**Please note that official procurement of Tender document from office of NCUI is mandatory and that the bidder will in no case be able to participate in the tender without having procured the official copy of the tender from office of NCUI before the due date and time for the sale.**

**Contact Information:**

**1. NCUI Contact- Smt. Sandya Kapoor (Director-Estate)**

Mob no: +91-9910666540

**2. NCUI Contact- Sh. Tarachand Bhadu (Deputy Director-Estate)**

Mob no: +91-9711251046

## 1. INVITATION OF TENDERS

- 1.1 Sealed item rate tenders are invited in the prescribed form by the Chief Executive, National Cooperative Union of India, 3, Siri Institutional Area, August Kranti Marg, New Delhi-110016 from reputed approved and eligible contractors preferably registered with C.P.W.D, M.E.S, & P.W.D.

Name of work	Estimated value of work (in Rs.)	Earnest money (in Rs)	Time of completion
Renovation (Interior) Works at Ground and 1 <sup>st</sup> Floor of NCUI Administrative Building at NCUI Complex	3,89,08,795/-	7,78,176/-	04 Months

- 1.1 The work as detailed in this tender shall be executed and completed in all respects within a period of **04 Months** from the date of the written order to commence work in accordance with the Tender documents, Instructions to Tenderers, Bill of Quantities, Conditions of Contract, Technical Specifications, Schedules and Drawings to the satisfaction of the NCUI.
- 1.2 The tenderer is required to deposit **₹7,78,176/-** as Earnest Money along with the tender in shape of Bank Draft drawn in favour of National Cooperative Union of India, New Delhi on Delhi branch of any nationalized Bank. The Earnest Money will be refunded to the unsuccessful tenderers without any interest/ Bank commission/ collection charges subject to the relevant provisions in the Tender Documents.
- 1.3 Tenders filled in the prescribed form in sealed covers and superscribed with the name of work must reach the office of National Co-operative Union of India, 3, Siri Institutional Area, August Kranti Marg, New Delhi 110016, not later than **3:00 P.M on 14.01.2022**. The tenders will be opened on the same day at 3:30 P.M. in the presence of the tenderers who wish to be present.
- 1.4 Tender documents can be obtained on any working day from **28.12.2021 to 12.01.2022 between 10:00 A.M to 4:00 P.M.** from Director (Estate, ) National Co-operative Union of India, 3, Siri Institutional Area, August Kranti Marg, New Delhi against a payment of **₹2,000/- (Rupees Two Thousand Only)** in cash deposit.
- 1.5 Rate must be quoted for complete work at site inclusive of all costs, taxes and charges etc. All taxes and duties including GST, Sales Tax on Works contract, VAT, Service charges, E.S.I charges etc. as applicable at New Delhi, Central or State Sales Tax, Octroi, royalties etc. on works and materials required for use in the execution of this project shall be entirely borne and payable by the Contractor and the Employer will not entertain any claim whatsoever in this respect.
- 1.6 The tender shall remain valid for acceptance by the Employer, for a period of 90 days from the date of opening of tenders.
- 1.6.1 (i) The agency has to deposit Performance Guarantee @5% of the Tender Amount after accept of LOI / A.C. within 7 days. After receipt of the PG in the form of B.G. /DD/FDR in favour of the NCUI, the Award Letter / Letter to Commence of Work will be issued. (As per clause 1 of the CPWD Guidelines).
- (ii) The total amount of security deposit shall be 5% (five percent) of the tendered value of the work. The earnest Money deposited shall be converted as initial security deposit for the successful tenderer.

The balance of the security money would be made up by deduction of 10% from the amount of each running on account bill for work done under the contract after adjusting initial deposit as mentioned earlier. No interest shall be paid on the said security deposit.

- 1.7 Earnest Money of the successful tenderer will be liable to be forfeited in the event of refusal or delay on his part in deposition initial performance guarantee and signing the agreement within 15 (fifteen) days, of the issue of letter of intent/award of the work.

- 1.8 Tender documents and the set of drawings, duly filled and signed by the tenderer shall be submitted as the tender for the work.
- 1.9 Tender Drawings can be inspected in the NCUI/Architect office.
- 1.10 National Co-operative Union of India, New Delhi does not bind itself to accept the lowest or any tender, or to assign any reason thereof and also reserves the right of accepting the whole or part of the tender and the tenderer shall in such an event be bound to perform the contract the same rates quoted in the tender for the various items of the work.
- 1.11 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing in any form shall be liable for rejection.
- 1.12 The tendering firms, in case the tenderer is a partnership firm, shall submit the tender signed by all the partners. In the event of absence of any partner, it must be signed on his behalf by a person holding power of attorney authorizing him to do so and such power of attorney shall be attached along with the tender and it must also disclose that the contractor is duly registered under the Indian partnership Act.

## **APPENDIX SHOWING IMPORTANT SCHEDULE**

1.	SIGNING THE AGREEMENT	Within 15 days of the issue of the letter of intent/award of the work
2.	COMMENCEMENT OF WORK	Within 15 days of the issue of the letter of intent/award of the work.
3.	PERIOD OF COMPLETION	04 (Four) months from the date of issue of letter of intent/award of the work
4.	ESTIMATED COST	3,89,08,795/-
5.	EARNEST MONEY	7,78,176/-
6.	SALE OF TENDER	28.12.2021 to 12.01.2022
7.	LAST DATE & TIME FOR SUBMISSION OF TENDER	14.01.2022
8.	OPENING OF TENDER	14.01.2022 at 3.30 P.M.
9.	VALIDITY OF TENDER	90 days
10.	OFFICE WHERE DRAWINGS ETC, AVAILABLE FOR INSPECTION	National Co-operative Union of India 3 Siri Institutional Area, August Kranti Marg, New



		Delhi-110016
11.	COMPENSATION FOR DELAY / LIQUIDATED DAMAGES	<p>With maximum rate 1% (one percent) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor.</p> <p>Provided always that the amount of compensation for delay to be paid under this condition shall not exceed 10% (ten percent) of the accepted Tendered Value of the Sectional part of work as mentioned in Schedule 'F' for which a separate period of completion is originally given.</p> <p><b>(As per clause 2 of the CPWD Guidelines)</b></p>
12.	PERIOD VALUE OF RUNNING/ON ACCOUNT BILL	Not less than Rs. 50.00 lacs (Gross)
13.	SECURITY DEPOSIT	5% of the contract value. Recoveries to be made @10% from each running/on account bill after adjusting amount of EMD.
14.	REFUND OF SECURITY DEPOSIT	<p>a) 1<sup>st</sup> installment equal to 50% of total Security deposit after 365 days of completion of work.</p> <p>b) 2<sup>nd</sup> installment of total security after 730 days of completion of work</p>
15.	SECURED ADVANCE	N/A
16.	INCOME TAX DEDUCTION	At prevailing rate from each bill as per Central Govt. rules as amended from time to time.
17.	DEFECTS LIABILITY PERIOD	2 years after completion of work
18.	PERIOD OF FINAL MEASUREMENT	45 days after actual completion of work
19.	PERFORMANCE GUARANTEE	<p>5% of contract value deposited within 07 (Seven) days from date of LOI/ Acceptance letter. It will be released after satisfactory completion of work.</p> <p><b>(As per clause 1 of the CPWD Guidelines)</b></p>

## 2. INSTRUCTION TO TENDER

2.1 The tenderer shall examine carefully all the tender documents consisting of

- Invitation to Tenders
- Instructions to Tenderers.
- Form of Agreement.
- General and Special Conditions of Contract
- Technical Specifications
- Bill of Quantities

These shall form part of the Agreement.

The tenderer is advised to visit and inspect the site at his own cost and responsibility and to secure all necessary information which may be required for completing the tender. Ignorance of site conditions or local information shall not be considered as an excuse for non-performance of the contract. All costs, charges and expenses that may be incurred by the tenderer in connection with the preparation of his tender shall be borne by him and the Employer will not accept any liability whatsoever in this regard.

- 2.2 Time is the essence of the contract and the tenderers are required to complete the work in all respects within the stipulated time of completion and hand over the same, complete in all respects to the satisfaction of the Engineer/ Architects.
- 2.3 The tenderers shall use only the form issued with this tender to fill up the rates.
- 2.4 Every page of the tender shall be signed on the left-hand side bottom corner and any tender not so complied with is liable to be treated as defective and liable to be rejected.
- 2.5 The Tender Form must be filled in English and all entries must be made by hand in Ink. If any of the Documents is missing or unsigned, the Tender is liable to be treated as defective.
- 2.6 Tenders not properly filled, mutilated with incorrect calculations or generally not complying with the conditions are liable to be rejected.
- 2.7 Any errors and alterations made while filling the Tender must be attested by the initials of the Tenderer. Over writing of figures is strictly not permitted. Failure to comply with either of the conditions will render the Tender liable to be rejected.
- 2.8 A schedule of approximate quantities for various items accompanies this tender. It shall be clearly understood that neither the Employer accept any responsibility for the correctness or completeness of this schedule in respect of items and quantities and this schedule is liable to alterations by omission, deduction or additions at the discretion of the Employer in consultation with the Architect /NCUI without violating the terms of the contract.
- 2.9 The scope of work may be reduced or increased to any extent due to variation in the numbers, areas etc required to be constructed or due to any other reason. No extra payment/claim shall be

entertained on this account.

- 2.10 It shall be clearly understood that the rates quoted in the tender are to be, for complete items of work at site, as per instructions to tenderers, conditions of Contract, specifications and drawings, addenda referred to therein and also for all such works as are necessary for the proper completion of the contract, although specific mention thereof may not have been made in the specifications or drawings or tender documents.
- 2.11 The tender should contain not only the rates but also the value of each item of work entered in the prescribed column of the B.O.Q and all the items should be totalled up in order to show the aggregate value of the entire tender. The rates quoted by the tenderer should be expressed accurately both in words & figures so that there is no discrepancy. All corrections in the tender shall be duly attested by initials of the tenderers. Corrections, if not attested, may entail rejection of tender. The rates quoted by the tenderers in item rate tender will be the basis (& no the amounts in case of discrepancies) in finalizing the tender.
- 2.12 No alteration which is made by the Tenderer in the Notice of Tender, Instructions to the Tenderer, Agreement Form, General & Special Conditions of Contract, Technical Specifications etc accompanying the same shall be recognized, and if any such alterations are made, the tender is liable to be rejected.
- 2.13 The tender for the work shall remain open for acceptance for the period of 90 days from the date of opening of the tender. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender or the rates tendered, then NCUI shall, without prejudice to any other right or remedy, be at liberty to forfeit the EMD of the Tenderer and debar him from participation in future Tenders.
- 2.14 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing in any form shall be liable for rejection.
- 2.15 The rates quoted shall be for complete work at site and should be inclusive of incidentals necessary for carrying out the work. The rates shall be inclusive of GST, Sales Tax if applicable at New Delhi for work contracts, Central or State Sales Tax, VAT, Octroi Duty, Royalty, ESI or any other tax or duty levied by any government or public bodies.
- 2.16 Any new Tax or any increase in the rates of taxes on the finished work introduced by the Central or State Governments or by any local authorities after opening of the Tender shall be reimbursed only on production of certificates from the concerned authorities with authenticated documents to the fact that the same has already been deposited by the Contractor. The Contractor shall also be required to submit original payment vouchers with the list of labor actually employed on this Project. Any abolition of tax or decrease in rates of Taxes on the finished work introduced by the Central or State Governments or any other local authorities after the opening of the Tender shall be recovered by NCUI from running/ on- account bills of the Contractor.

- 2.17 The Contractor's operation and proceedings in connection with the work shall at all times be conducted during the continuance of the contract in accordance with the laws, ordinance rules and regulations for the time being in force and the Contractors shall further observe and comply with the bye laws and regulations of the Government of India, State Government and Municipal and other authorities having jurisdiction over the area involved in connection with the works or site and over operations such as those as carried out by the Contractor and shall give notice required by such bye-laws and regulations.
- 2.18 The Agreement for this acceptance shall be executed on a non-judicial stamp paper of requisite value for which the stamp duty shall be borne by the Contractor.
- 2.19 Tenders containing conditions are liable to be rejected
- 2.20 Deductions towards Income Tax, Works Tax or any other Tax as per rules shall be made by NCUI from the Contractor's Bill
- 2.21 Tenders containing any condition leading to unknown/ indefinite liabilities are liable to be rejected. If at all any rebate is/ are to be offered, the Tenderer shall first quote his rates strictly on the terms and conditions stipulated in the Tender Documents and then show separately any rebate(s) offered specifying the conditions for such rebate(s), if any
- 2.22 Tender with EMD in sealed cover, super scribed Tender for **"Renovation (Interior) Works at Ground and 1<sup>st</sup> Floor of NCUI Administrative Building at NCUI Complex" should reach The Chief Executive, National Co-operative Union of India, 3 Siri Institutional Area, August Kranti Marg, New Delhi- 110016 as per "Appendix Showing Import Schedule"**. NCUI shall not accept any loss or delay in transit as an excuse for delayed/late tendering.
- 2.23 Tender documents shall be submitted along with detailed programme with PERT/CPM Chart targets of completion of each item of work.
- 2.24 Name of the agency having valid license (along with photo copy) issued by the any local body for carrying out the Sanitary & Plumbing work and the internal electrification work including names of the persons under their employment qualification, experience & professional license of the competent (along with photo copy) shall have to be furnished after the award of the work.
- 2.25 Tenderer is not permitted to give alternative offers with reduced / increased duration of the Project.
- 2.26 The successful Tenderer shall be notified about the acceptance of his Tender by the NCUI and he shall have to execute the Agreement within 15 (Fifteen) days.
- 2.27 Any other information the Tenderer wants to give, failing which his Tenderer would be liable for rejection with forfeiture of the EMD.
- 2.28 NCUI holds the rights to increase or decrease the Quantities as mentioned in the BOQ within a range of 50% unilaterally without taking any Departmental approvals. The Contractor shall have or

raise no objection for such a course of action.

- 2.29 In the event of a tender being selected for acceptance, National Co-operative Union of India, New Delhi, will inform the tenderer of the selected tender who shall here upon sign copies of the specification and other documents for the acceptance with the tender. The tenderer of the successful tender shall also deposit the required amount of the security money within the prescribed time and if the tenderer fails to deposit the required amount of the security money within the prescribed period National Cooperative Union of India, New Delhi, may reject the tender.
- 2.30 The tenderer shall fill up the complete form of Article of Agreement before submission of tender. Failure to comply may entail rejection of the tender.
- 2.31 Licenses & permits for all the materials under Govt. Control shall have to be obtained by the Contractor; however the Employer shall provide necessary help and assistance in the form of signing and forwarding the necessary documents to the concerned departments.
- 2.32 The Contract will be governed by the Indian Contract Act, Indian Sale of Goods Act and all other relevant laws. All payments due to the Contractor under the contract will be made in Indian Rupees currency.
- 2.33 The contractor must produce latest Income Tax clearance certificate/PAN Card along-with his tender.
- 2.34 Form of Draft of Forwarding letter contained in Section-3 shall be completed along with submission of tender. In case of failure to do so the tender is liable to rejection.
- 2.35 The Employer does not bind itself to accept the lowest or any tender or to assign any reason thereof and also reserves the right of accepting the whole or part of the tender. The part acceptance will not violate the terms and conditions of the contract and will execute the work at the specified rates without any extra charges or compensation.
- 2.36 Unknown/Indefinite Liabilities Tender containing any condition leading to unknown/indefinite liabilities are liable to be rejected.
- 2.37 Two Bid System - The should be submitted in a sealed cover in two parts as under :-

#### **A. Technical Bid**

- i) The Technical bid should be submitted in the prescribed application form given in the Annexure-I only.
- ii) The Technical bid should fulfill all the requirements. Hypothetical/Conditional Incomplete Technical Bids will not be entertained and rejected out rightly.
- iii) The technical should be signed and stamped by the authorized person.
- iv) The cover/envelop of Technical bid should be superscribed as — **“Technical Bid for Renovation (Interior) Works at Ground and 1<sup>st</sup> Floor of NCUI Administrative Building at NCUI Complex in NCUI”**.

#### **B. Financial Bid**

- i) The Financial Bid should be submitted in the prescribed format as mentioned in the Annexure – II.
- ii) The bidders should quote their unconditional rates strictly as per the prescribed format in the Annexure-II Cutting/overwriting, if any, will not be accepted. Each page of the tender should be duly Numbered, Stamped and Signed by the authorized signatory.
- iii) The cover/envelop of Financial bid should be superscribed as **“Financial Bid for Renovation (Interior) Works at Ground and 1<sup>st</sup> Floor of NCUI Administrative Building at NCUI Complex Services in NCUI”**.

**NOTE: Documents for Technical Bid and Financial Bid are to be submitted in separate envelopes.**