

No.REC/Admn./

Dated:26th August 2005

To,

Sub: Repair and facelift works at 3 no. flats at Asiad Village Complex and CMD room at REC Office.

Sir,

Sealed tenders are invited for works pertaining to repair and facelift works at 3 no. flats at Asiad Village Complex and CMD room at 3rd floor in Core-4, SCOPE Complex, Lodhi Road, New Delhi.

1.0 Nature and Scope of Work

Repair and facelift works at 3 no. flats at Asiad Village Complex and CMD room at 3rd floor in Core-4, SCOPE Complex, Lodhi Road, New Delhi. as per details given in the Schedule of quantities and drawings (Appendix-I&II).

2.0 Time for Completion

Time for carrying out the work will be 120 days from the date of commencement of work which shall be reckoned from the date of issue of award of work letter or handing over clear site possession whichever is later. The priority for completion of works shall be as under:

- a) Flat No. B-326 and CMD room at Office Complex – 60 days within placement of order.
- b) Flat No. R-640 & R-641 in balance 60 days.

For the purpose of penalty 2(a) and 2(b) shall be treated separately and delay in completion shall call for penalty as per clause no. 25 of Terms and Condition of Contract as per tendered amount of corresponding to flats/works in 2(a) and 2(b) respectively.

For CMD room at REC Office the works shall be managed in such a manner that there is least disturbance in the office and Saturdays and Sundays are utilized.

3.0 Earnest Money Deposit

The estimated cost of the work is Rs.30.0 lakhs. The tender should be accompanied with earnest money equivalent of Rs.60,000/- in the form of demand draft drawn in favour of RURAL ELECTRIFICATION CORPORATION LTD. payable at New Delhi. No interest shall accrue on the amount of Earnest Money. Earnest money shall be refunded to the unsuccessful bidders.

4.0 Qualifying Criterion

- i) Turn over of the company: The minimum turn over of the company should be 50.0 lakhs.

- ii) Bidder should submit income tax return of last three years.
- iii) Bidder should have at least 10 no.of regular staff functioning as designer, carpenter etc.
- iv) Bidder should have executed at least 3 works contracts in Govt./PSUs worth Rs.5 lakhs and above.

(Firms not meeting the above qualifying criteria shall be rejected.)

5.0 Instruction to bidders

The offer/quotation shall be submitted in two parts. First part will consist of “Technical Bid” and the second part will consist of “Financial Bid”.

a) Technical Bid

Technical Bid shall be placed in a sealed envelope duly superscribed as “**Technical Bid for Flat Repair Works**” and shall consist of the following:

- i) Detailed credentials / profile of the firm as per enclosed format(Annexure-I), signed copy of terms and conditions of contract(Annexure-II), list of leading clients for whom the related works have been carried out alongwith copies of work order and successful completion certificates.
- ii) Photocopy of Income tax PAN No.
- iii) Bank draft for Rs.60,000/- towards Earnest Money as mentioned under Para 3.

b) Financial Bid

Financial Bid in the prescribed format(Schedule of Quantity) shall be placed in a separate sealed envelope duly superscribed as “**Financial Bid for Flat Repair Works**”.

The Technical Bid and the Financial Bid sealed separately as above shall be placed together in another sealed envelope duly superscribed as “**Composite offer/Quotation for Flat Repair Works**”. Incomplete offers/quotations or offers received without Technical and/or Financial Bids are liable to be rejected/not considered. Tenderers must ensure that all pages of the technical and financial bids are signed by authorized signatories.

6.0 Financial bid should be submitted strictly as per the schedule of quantities. Vendors should not suggest options against the items in schedule of Quantity and should give only one rate against each item. Rates quoted in financial bid should be all inclusive of all taxes (e.g. Sales Tax, service tax and/or other taxes) in respect of the contract and the Corporation will not entertain any claim during the period of contract due to increase in labour/material costs, etc. Except writing rates and amount, the tenderer should not write any other conditions or make any changes, additions, alterations, deviations and modifications in the schedule for quantity. Tenderers who are desirous to offer rebate/discount, the same should be brought out in the schedule for quantities itself in the last. The tenderer shall quote total amount both in figures and words.

- 7.0 The Corporation does not bind itself to accept the lowest or any tender and reserves to itself the right to accept the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.
- 8.0 Canvassing in connection with the tenders is prohibited and the tenders submitted by the contractor who resort to canvassing are liable for rejection.
- 9.0 Tender submitted shall remain valid for 90 days from the date of opening of tenders for the purpose of acceptance and award of work; validity beyond 90 days from the date of opening shall be by mutual consent.
- 10.0 Before tendering, the tenderer should see drawings and inspect the site to fully acquaint himself about the conditions with regard to accessibility of site, nature and extent of ground, working condition of site and locality including stacking of materials, installations of tools and plants (T&P) etc., conditions affecting accommodations and movement of labour etc. required for the satisfactory execution of the work contract. Any clarification, if required, may be obtained prior to filling of tender from REC. No claim whatsoever on such account shall be entertained by the Corporation in any circumstances.
- 11.0 Earnest money will be forfeited if the contractor fails to commence the work as per letter of award. If any tenderer withdraws this tender within the validity period or makes any modification in terms and conditions of the tender which are not acceptable to the Corporation, then “**RURAL ELECTRIFICATION CORPORATION LTD**” shall without prejudice to any right or remedy, be at liberty to forfeit 50% (fifty percent) of the Earnest Money absolutely.
- 12.0 The tenders completed in all respects should reach the undersigned by 3.00pm on 12.09.2005. The tenders received after the due date/time will not be considered and will liable to be rejected. Technical Bids will be opened first. The Financial Bids of the eligible firms will be opened, after acceptance of Technical Bids.
- 13.0 Other terms and conditions of the contract applicable to this work are detailed in Annexure-II. You are requested to study thoroughly all the terms and conditions contained therein before submitting your comprehensive offer/quotation.

Yours faithfully,

Encl: As Above

Prashant Atreya
Joint Chief (Admn.)
Tel.: 24362056

Details of the Applicant

1. Name of the firm/applicant:
2. Address of the firm/applicant with Telephone no and E-mail:
3. Year of establishment:
4. Turn over of the company:
5. PAN No :
6. Copy of the ITR of last 3 financial years
7. Details of key Professionals associated with the firm (Name, Age, Qualifications & Experience etc)
8. Past Experience details(Name of Client and address, Name of work, Total duration of work, Total amount of work)
9. Was the applicant ever required to suspend the project for a period of more than six months continuously after commencement of work? If so, give the name of the project and reasons of suspension of project.
10. Has the applicant, ever been debarred/blacklisted for competing in any organization at any time? If so, give details.
11. Has the applicant, ever been convicted by a court of law? If so, give details.
12. In which field of Interiors/works the applicant has specialization and interest?
13. Any other information considered necessary but not included above.
14. Deviations, if any, from the Scope of work.
15. EMD Details:

Date

(Signature of Applicant.)

Office Seal

TERMS & CONDITIONS OF CONTRACT

1. The Corporation reserves the right to reject or cancel any or all the tenders received without assigning any reason whatsoever.
2. Unless otherwise provided in the description of various items of the work, the rates tendered by the contractor shall be for complete items of work covering all materials, labour, cartage, hardware, scaffolding & shuttering, royalties, fees, rents, sales tax, octroi, wastage, tools & plant, equipment's, transport, temporary construction over head charges and profits as well as general liabilities, obligations and risks arising out of the conditions of contract and carrying the works in part(s) or under / across / along pipes, cables, drains, false ceiling, partitions, masonry works etc. needed for successful completion of works to the satisfaction of the corporation and shall apply to all heights, depths, leads and lifts. The price shall also include the final touching up, finishing edges / jambs / sills / soffits of the opening etc. if required after the setting up of all items as required by the Corporation. No extra charges whatsoever consequent on any misunderstanding or otherwise shall be allowed.
3. No mobilization advance shall be given to the Contractor. The quantities mentioned in this tender may vary. However the contractor shall be paid on the actual executed quantity. The corporation reserves the right to increase or decrease any of the quantities, or to omit totally any item of work. Any claim by the contractor on these accounts will not be entertained.
4. During the progress of the work, the contractor shall be responsible to keep the site free from all unnecessary obstructions & shall keep the site clean. Contractor shall remove all malba and take care of environmental pollution. Any penalty imposed by civic authorities in this regard has to be borne by the contractor.
5. A list of workers to execute the works shall be provided to the Corporation and prior permission may be required from Corporation to enter the premises.
6. The contractors must visit the site to satisfy themselves about the local conditions & site restrictions, physical etc. if any, before commencement. Failure to visit the site shall not, under any circumstances whatsoever, at a later date, constitute a ground for mitigation of the terms of this contract.
7. The contractor may be asked to execute certain extra works beyond the scope of the said drawings. The rates & measurements for the same shall be certified by the corporation as per their price analysis with 15% overheads & profits if applicable. However, before execution of such jobs, the contractor must bring this to the notice of the corporation in writing. If the contractor fails to do so, the decision of the corporation shall be final & binding.
8. Contractor shall be responsible for all statutory abilities / requirements. All prevalent tax and insurance deductions shall be applicable. Any new deductions, if introduced by the government during the course of the works, shall also be done at source.
9. The successful contractor shall not be permitted to sub-contract the works in part or in full to any other party. He must follow all prevailing laws regarding labour, their Insurance's, PFs, material insurance's etc.

10. Water and power, as required for the works shall be supplied to the contractor at one point on the site, free of cost.
11. The contractor shall indemnify the Corporation against any discrepancy/ liability regarding labour/ dealers/ manufactures/ neighboring areas/buildings etc. All safety precautions as laid down by the govt. rules / regulations must be followed.
12. The contractor is required to co-ordinate his work along with other agencies working at site. He has to make good any damage made by him or his representatives to the works of any other agency or corporation at site.
13. After the award of work, the contractor shall get the material inspected before it is installed / fabricated / incorporated in the works at the site.
14. Holes shall be formed with electrical drills and structural members shall not be cut or drilled without prior consent of the corporation.
15. At the time of handing over, a defect list, if any, shall be prepared and the same rectified by the contractor for which a mutually agreeable time shall be fixed. (Not more than 7 days). In case the contractor fails to complete the same within this time, the handing over date shall be deemed to be the date on which the total works are complete.
16. The enclosed drawings / sketches are only suggestive. For execution, detailed drawings and instruction of the Corporation/architect may further be followed.
17. The scope of work and the working methodology must be fully understood. As one of the work has to happen in a running office, proper planning in co-ordination with the Corporation has to be maintained as shifting of running staff shall have to be precise and accurately followed. The contractor has to ensure that the company does not have loss of working man-hours.
18. All works shall be carried out as per the specification/ Technical instructions/ drawings and details of the Corporation.
19. The contractor shall appoint a supervisor of works, who should be available on the site for the complete duration of the project, and should be capable of implementing instructions & executing on behalf of the contractor.
20. The contractor shall make his own arrangements for the required liability for insurance & safety of his labour and shall fulfill the requirement all mandatory employee welfare schemes as required by law.
21. All materials brought to the site shall be as per specification and necessary approvals. During the course of execution of works the contractor shall take care that no old material shall be made use of. The Corporation shall be at liberty to carry out tests / verify materials brought to site. The cost of such tests shall be borne by the contractor. The Corporation reserves the right to reject any sub-standard material and the contractor shall not claim any extra time or money/damage for such rejections.
22. The salvage material shall be collected at the given location of the building and not left here & there in the office. The salvage will be the property of the client & disposal at their restriction.
23. All measurements shall be as per market norms & shall be certified by the Corporation. Clarifications regarding the same if any for all items should be taken from the Corporation before filing this tender. Misinterpretation of the same shall, under no circumstances

whatsoever, at a later date constitute a ground for mitigation of any terms of this contract. The Corporation's decision in the mode of measurement shall be final and binding.

24. If the progress of the works does not match the quality required by the Corporation, in terms of materials or workmanship, or in progress against time, the Corporation reserves the right to terminate the contract at any time and / or get it executed by some other party or get it executed in part / balance on the contractor's cost. The Corporation may also consider allowing additional time to the contractor if the reasons for delay are beyond the control of contractor. The contractor must plan his activities keeping in mind the holidays that fall during the period of work. Any modification carried out for expediting or ease of works at the request of the contractor and approval of the Corporation shall not be taken as a basis for claiming extra.

25. PENALTY CLAUSE

Time is of immense importance in the project and the contractor must stick to the finalised schedule. Delay in progress may result in the liquidated damages, as below:

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|----|-------------------|---|--|
| a. | Delay of 1 week | - | 0.5% of the total contract price. |
| b. | Delay of 2 week | - | 1.0% of the total contract price. |
| c. | Delay of 3 week | - | 2.0% of the total contract price. |
| a. | Subsequent delays | - | 2.0% of the total contract price per week subject to maximum of 10% of the total contract price. |

26. TERMS OF PAYMENT

Payments will be made on the running basis as per actual executed work. Running bills in respect of each flat should be raised only after completion of at least 25% of the total works in that flat. However an amount equivalent to 10% of the value of works shall be kept as security for defect liability.

27. DEFECT LIABILITY

Twelve months from the date of completion as certified by Rural Electrification Corporation (REC) a security deposit equivalent to 10% of the value of the works, as per final bill, in the form of bank guarantee which shall be discharged after one year of successful completion of the work to cover the Defect Liability Period for one year. In case the contractor fails to submit the bank guarantee at the time of submission of the bill, an amount equal to 10% of the total bill will be deducted from the bill amount towards security deposit for one year by the Corporation. No interest shall accrue on the amount of security deposit.

28. The Corporation shall be the arbitrator for discrepancies in this contract, if any. The Corporation's decisions in regard to the contract shall be final and binding.
29. The Corporation will not be, in any way, liable for non-performance of the contractor either in whole or part of any contract or for any delay in performance thereof in consequence of strike, shortage of labour or combination of workmen or the lockout, breakdown or accidents to machinery or the Railway to supply sufficient wagons to carry essential materials to and finished products from the works and causes of whatever nature.
30. The contract shall be deemed to have been entered into at Delhi and causes of action in relation to the contract will therefore, be deemed to have arisen within the jurisdiction of Delhi Court.