



Kendriya Vihar-II Apartment Owners' Association

Community Centre-1, Kendriya Vihar-II, Plot No.3, Sector-82, Noida-201304, U.P.
(website: www.noidakv2.org ; E-mail: noidakv2@gmail.com ; Tel: 0120-2463700)

No.KV-II/Road Repair/12/2022-23/3

Dated: 14.04.2023

NOTICE FOR INVITING TENDER FOR ROAD REPAIR AND RE-CARPETING

Sealed item rate tenders are hereby invited in two bid system by the Board of Management (BOM) of Apartment Owners Association (AOA), Kendriya Vihar II, Sector-82, Noida for Road Repair and Carpeting work inside the Kendriya Vihar-II complex as per schedule attached as Annexure-I from government registered contractors. The contractor can purchase the tender document from AOA, KV-II office for Rs.1000+GST (Non-Refundable) or can be downloaded from the website of KV-II (www.noidakv2.org) and in that case, a separate demand draft of Rs. 1000+GST (18%) is required to be deposited along with tender form.

The tender documents would be available for sale in the office of AOA Kendriya Vihar – II, Sector -82, NOIDA from 14.04.2023 (10.00 AM to 5.00PM) on all days of week.

The duly filled in tender documents with EMD and all necessary supporting documents should reach to the Office of Apartment Owners Association (AOA), Kendriya Vihar-II, Sector 82, NOIDA by 24.04.2023 upto 3.00 PM.

Terms and Conditions:

1. The intending contractor shall submit the tender in two bid system i.e. Technical and Financial bid in two separate sealed envelopes clearly mentioning technical or financial bid on them and then putting both the envelopes in another sealed envelope along with earnest money and cost of tender (if tender is downloaded) with technical bid. Technical bids of all the contractors shall be opened first and evaluated. Financial bid shall be opened only of those contractors who are found eligible in technical bid.
2. The contractor duly registered with CPWD, MES, any state PWD or Govt. enterprises for similar work (i.e. Road work) and must have executed such works in the last seven years as detailed below:
 - i) One work costing for more than Rs.87,16,000/- or
 - ii) Two works costing more than Rs. 65,37,000/- each or
 - iii) Three works costing more than Rs.43,58,000/- each
3. The contractor has to quote the item wise rate including all taxes as per schedule of quantities attached at Annexure-I both in figure and words.
4. In case the lowest bidder refuses to execute the work as per quoted rates, his EMD will be forfeited.

H. Singh

5. The payment shall be made after satisfactory completion of the work as per actual measurement in the form of running payment and final payment. All necessary / statutory deductions including TDS on applicable rates shall be deducted from the bills. To be eligible for any such running payment the contractor should physically complete work minimum amounting to Rs.25.00 lakh (Twenty five lakh) since previous payment.
6. The work has to be carried out as per concerned CPWD/MORTH specification and as per satisfaction of BOM, AOA. The decision of BOM, AOA shall be final and binding in this regard.
7. The contractor has to deposit DD of Rs.2,72,500 /- as Earnest Money with the tender in the form of bank draft or FDR in favour of KV II AOA payable at Noida. The EMD of the unsuccessful contractors shall be returned after award of work to successful bidder while EMD of the successful bidder shall be adjusted against Security Deposit.
8. The successful contractor shall have to deposit the 3% of bid amount in the form of Demand Draft/ Pay Order in favour of **KV-II AOA** as performance guarantee within seven working days after acceptance of his bid. The same shall be returned after successful completion of work.
9. The security deposit of 2.5% of bid amount shall be deducted from the bill (s) of the contractor and same shall be refunded after maintenance liability period i.e Three Years of completion of work. Security deposit can be released against submission of Bank Guarantee of equivalent amount of Nationalised Bank in favour of KV-II , AOA by the contractor.
10. The defect liability period will be three years after the recording of the date of completion of work by the BOM, AOA, KV-II.
11. The cost of tender shall be Rs. 1000/- (+GST 18%) which shall be non-refundable. The contractors who downloads the tender form KV-II website will have to deposit additional draft of Rs. 1000/-+(GST 18%) / Cash along with the tender document as cost of the tender. The tender of contractors who do not deposit the cost of tender shall be rejected out rightly.
12. The BOM, AOA reserves the right to reject any or all the tender without assigning any reason at any point of time.
13. The time allowed for carrying out the work will be 01 Month after award of work. If contractor fails to complete the work within the stipulated period without any genuine reasons, hindrance not on his part, a penalty of 0.50% of the contract value per week subject to maximum 5% of the tender amount shall be imposed upon the firm as decided by BOM. The decision of the BOM, AOA shall be final and binding on the contractor in this regard.
14. Scanned copy of an affidavit with definite proof regarding ownership of owning hot mix plant (if owned) installed in NCR (within 50 KMS distance) (Batch Mix type only) fitted with electronic controls & screens of capacity 100-120 tonne (30-40 Cum) per hour and one Hydrostatic paver finishers fitted with electronic sensor control having capable of paving 6.0 metre width and upto 250mm lift and

H. Dhingra

Vibratory Road Rollers conforming to MORTH specifications all in good working condition as on date of uploading of tender.

15. Scanned copy of valid No "Objection Certificate" from Pollution Control Board of respective region for running of Hot Mix Plant.
16. The Contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/Registration or proof of applying for obtaining labour licenses, Registration with EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No. within a week time of acceptance of Tender.
17. It is also made clear that intending tenderer should visit the site of work and physically assess the site conditions and the activities which are involved for completing the work, including the quantum of work besides the information supplied in the tender document. No claim whatsoever shall be entertained on this account.
18. The date of start shall be count from 10th day of the issue of letter to start, after depositing the performance guarantee.
19. The contractor shall have to submit following self attested documents with the bid as eligibility criteria
 - I. Cost of tender
 - II. Earnest money
 - III. Copy of registration/enlistment with the Govt. Authority In appropriate category
 - IV. Copy of PAN No.
 - V. Copy of Adhar Card
 - VI. GST Registration No.
 - VII. Copies of Registration with EPFO, ESIC, and BOCW.
 - VIII. Copies of experience certificates of executed work.
 - IX. Proof of ownership of Batch mix plant, paver finisher and vibratory roller (if owned) or copy of Memorandum of Understanding for the above plant and machinery with the owner for making the same available for this work .
 - X. Copies of ITR for last Five years.

Encl. As above.


(Dr. Lokesh Kumar Sinha)
Secretary, BOM

To,

M/s

.....



"Annexure-I"

Schedule of Quantities

Name of work: - Repair and recarpeting of road in Kendriya Vihar, Sector-82, Noida.						
S.No.	ITEMS	QTY	UNIT	RATE		Amount (In Rs.)
				In Fig.	In words	
1	Providing and applying tack coat using bitumen emulsion conforming to IS:8887, using emulsion pressure distributor including preparing the surface & cleaning with mechanical broom. On bituminous surface @ 0.25kg/Sqm	3400 0	Sqm			
2	Providing and applying 2.5 mm thick road marking strips (retro reflective) of specified shade/ colour using hot thermoplastic material by fully/ semi automatic thermoplastic paint applicator machine fitted with profile shoe, glass beads dispenser, propane tank heater and profile shoe heater, driven by experienced operator on road surface including cost of material, labour, T&P, cleaning the road surface of all dirt, seals, oil, grease and foreign material etc. complete as per direction of Engineer-in-charge and accordance with applicable specifications.	500 m ²	Sqm			
3	Providing and laying Dense Graded Bituminous Macadam using crushed stone aggregates of specified grading, premixed with bituminous binder and filler, transporting the hot mix to work site by tippers, laying with paver finisher equipped with electronic sensor to the required grade, level and alignment and rolling with smooth wheeled, vibratory and tandem rollers as per specifications to achieve the desired compaction and density, complete as per specifications and directions of Engineer-in-Charge. 25 to 30 mm average compacted thickness with bitumen of grade VG-30 @ 5% (percentage by weight of total mix) and lime filler @ 2% (percentage by weight of Aggregate) prepared in Batch Type Hot Mix Plant of 100-120 TPH capacity.	05	cum			

H. Singh

4	<p>Providing and laying Bituminous concrete using crushed stone aggregates of specified grading, premixed with bituminous binder and filler, transporting the hot mix to work site by tippers, laying with paver finisher equipped with electronic sensor to the required grade, level and alignment and rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction and density as per specification, complete and as per directions of Engineer-in-Charge.</p> <p>25 to 30 mm compacted thickness with bitumen of grade VG-30 @ 5.5% (percentage by weight of total mix) and lime filler @ 3% (percentage by weight of Aggregate) prepared in Batch Type Hot Mix Plant of 100-120 TPH</p>	935	Cum			
				Total		

**Note: Rates may be quoted in both i.e. Figure and words
Rates shall be valid for 60 (Sixty) days.**



Conditions:-

1. The work shall be carried out as per relevant CPWD and MORTH specifications.
2. The contractor shall be eligible for running payments only when the work done since previous is not less than amounting to Rs.25.00 lacs.
3. The hot mix plant shall be fully automatic.
4. Print out of the batch mix from the plant shall accompany with every tipper along with weightment slips.
5. Material of one of the following brands/ manufacturers shall only be used.
 - (i) Thermoplastic Paints -- Asian, Burger, Reliance, Thermoplastic, S.N Industries.
 - (ii) Bitumen, VG-30 bitumen, VG-10 Bitumen.....IOCL, BPCL, HPCL, IBP, HINCOL, Jal Nidhi.
 - (iii) Bitumen EmulsionIOCL, BPCL, MPCL, Tikki Tar, Jal Nidhi, IBP, HINCOL.
6. Job mix designed by some govt. Engineering college or IIT will have to be submitted before start of the work.
7. The Theoretical will be done on the basis of density of bituminous mix as 2.30 gm/C.C.

H. Dhye

Conditions of Contract

1. The contractor (s) shall make his own arrangement for electricity and water required for the execution of work and nothing extra shall be paid for the same.
2. Clearing of sites to be to the satisfaction of the BOM, AOA after completion of entire work and handing over the same to the department of BOM, AOA.
3. The contractor shall make provision for all safety measures for traffic, pedestrian workmen, machinery etc. as considered necessary by the BOM, AOA.
4. The malba / garbage, removed from the site shall be disposed off by the contractor at any suitable dumping place, municipal dumping grounds as directed by the BOM, AOA. Nothing extra shall be paid on this account.
5. The contractor shall submit the declaration to this effect that the mandatory subscriptions towards Provident Fund, ESIC etc in respect of their workers are being paid regularly.
6. The contractor shall ensure the disbursement of wages to the workers as per prevailing labour laws. It is the responsibility of contractor to fulfil all statutory laws in this regard.
7. The dismantled material/building rubbish received from dismantling/demolishing shall be dumped to the dumping ground in properly covered truck with precaution. Any penalty imposed by authorities due to violation of same shall be borne the contractor.
8. Agency/contractor shall not dump the construction material on the metalled road and shall keep the construction material on the physically demarcated space by the BOM, AOA, till its disposal
9. All the material responsible for pollution shall be brought at site from sources covered by tarpaulin and shall take all precautionary measure to ensure that no dust particles are permitted to pollute the air quality., Any penalty imposed by authorities due to violation of same shall be born by the contractor.
10. All the trucks or vehicles of any kind, which are used for construction/repair/carpeting purpose and/or are carrying construction materials like cement, sand, bitumen, grits and other allied material, shall be fully covered in the process of transporting the material.
11. The construction material of any kind that is stored in the site will be fully covered in all respects so that it does not disperse in the Air in any form.
12. Every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris shall be provided with mask to prevent inhalation of dust particles.
13. Contractor should provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relatable to dust emission.
14. There shall be no burning of leaves, plastic etc at construction site.
15. Contractor should ensure the compliance of directives of Hon'ble National Green Tribunal orders dated 04-12-2014 and 10.04.2015 in O.A. No. 21 of 2014 and O.A. No. 95 of 2014 and MoEF guidelines of 2010 regarding dealing with Air Pollution from construction and demolition sites.
16. The construction agencies shall make arrangement for a regular weekly or other frequency as desired by BOM, AOA for the documentation of the progress of work.



17. The contractor shall provide barricading all around site and suitable light shall be provided with barricading. Contractor shall not be paid anything extra for the barricading. In case the Agency fails to provide barricading as per direction of BOM, AOA, the same shall be provided by the BOM, AOA at his risk and cost.
18. The contractor shall maintain in good condition, all works executed till the completion of entire work allotted to the contractor.
19. Royalty at the prevalent rates and all other incidental expenditure shall have to be paid by the contractor on all metal shingle, earth, sand, bajri etc. collected by him for the Execution of the work direct to the concerned Revenue Authority of the State or Central Govt. His rates are deemed to include all such expenditure and nothing extra shall be paid.
20. The contractor shall be allowed to execute the work in day time only
21. The contractor shall take all necessary measures for the safety of traffic during construction and provide, erect and maintain such barricades including signs, markings, flags, lights and flagmen as necessary at either end of the excavation / embankment works points and at such intermediate points as directed by the BOM, AOA for the proper identification of construction area. He shall be responsible for all damages and accidents caused due to negligence on his part.
22. Some restrictions may be imposed by the concerned authorities on quarrying of sand, stone etc. from certain areas. For timely completion of work, the contractor shall have to bring such material from other quarries located elsewhere, and nothing extra shall be payable on this account.
23. No payment shall be made to the contractor for damage caused by rain, flood and other natural calamities whatsoever during the execution of works and any damage to the work on this account shall have to be made good by the contractor at his own cost.
24. The tendered rates for all items of work, unless specified otherwise, shall include the cost of all operations, labour, materials, de-watering and other inputs involved in the execution of the items including taxes.
25. No claim for idle establishment & labour, machinery & equipments, tools & plants and the like, for any reason whatsoever, shall be admissible during the execution of work as well as after its completion.
26. Stacking of materials and excavated earth including its disposal shall be done as per the directions of the BOM, AOA. Double handling of materials or excavated earth, if required, shall have to be done by the contractor at his own cost.
27. Existing drains, pipes, cables, overhead wires, sewer lines, water line and similar services encountered in the course of the execution of the work shall be protected against the damage by the contractor. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
28. Any damage done by the contractor to any existing work or work being executed by other agencies shall be made good by him at his own cost
29. The work shall be carried out in the manner complying, in all respects with the requirement of relevant rules and regulations of the local bodies under the jurisdiction of which the work is to be executed and nothing extra shall be paid on this account.
30. On account of security consideration, there could be some restrictions on the working hours, movement of vehicles for transportation of materials and location of labour camp. The contractor shall be bound to follow all such restrictions and adjust the program for execution of work accordingly. Nothing extra shall be paid on this account.

H.Dhye

31. The contractor shall provide all safety equipments to his work men needed for execution of the work safely.
32. The contractor shall vouch safe BOM, AOA, KV-II of any liabilities towards his workmen.
33. Before start of the work the Contractor shall submit the programme of execution of work and get it approved from BOM, AOA and strictly adhere to the same for timely completion of the project work.

34. Penalty:

In case, the Contractor fails to provide the services as per Terms & Conditions of the signed contract and execute the work as per specification, the performance guarantee shall be forfeited which shall be decided by the AOA/BOM.

35 (i) Arbitration:

In case conciliation proceedings do not fructify, arbitration shall be resorted. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity of the breach thereof shall be settled by arbitration. In this case the President, AOA, BOM, KV-II will be the sole arbitrator. The provisions of Arbitration and Conciliation Act -1996 shall apply to such arbitration proceedings and the award made in pursuance thereof shall be binding on the parties. The venue of arbitration shall be KV-II, NOIDA. The language of the arbitration shall be English.

(ii) Exclusive Jurisdiction:

The parties hereto agree that any matter or issues arising hereunder or any dispute hereunder shall be subject to the exclusive jurisdiction of the courts of Gautam Budh Nagar (Uttar Pradesh) only.

