



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.AOA/Road Repair/2019-20

Dated: 16.01.2022

NOTICE FOR INVITING TENDER FOR ROAD REPAIR AND RE-CARPETING

Sealed and subscribe quotation are hereby invited on the behalf of BOM, Apartment Owners Associations, Kendriya Vihar, Sector-82, Noida for Repair of Road Carpeting inside the Kendriya Vihar-II complex as per schedule attached as Annexure-I from genuine contractors. **The contractor can purchase the tender document from AOA, KV-II office or can be download from the website till 05.02.2022 up to 02:00 PM.** The tender shall be opened on **05.02.2022 at 04:00 PM** in the presence of contractor/members who intended to be present as per terms and conditions given below:

Terms and Conditions:

1. The contractor duly registered with any Government Authority for similar work carried out in the past for more than Rs. 35.00 Lakh, has to quote the item wise rate as per schedule of quantities attached at **Annexure-I** both in figure and words. The rates so quoted shall include all the taxes except the service tax which shall be reimbursed separately after producing of challan for satisfactorily deposition of same.
2. The payment shall be made after satisfactory completion of the work as per actual measurement after deduction of performance guaranty as per clause-6 below.
3. The work has to be carried out as per specification and as per satisfaction of BOM, AOA. The decision of BOM, AOA shall be final in this regard.
4. TDS as applicable shall be deducted from bill.
5. The contractor has to deposit DD of Rs. 88,000/- as Earnest Money with the tender in the form of bank draft 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 in lieu of performance.
6. The successful contractor has to deposit the 5% of bid amount as performance guarantee at the start of work. The same shall be returned after warranty period of one year from the date of completion of work.
7. The security deposit of 5% of bid amount shall be deducted from the bill (s) of the contractor and same shall be refunded after one year of completion of work.
8. The cost of tender shall be Rs. 1000/- (+GST) which shall be non-refundable. The contractors who are downloading the tender from KV-II website will have to deposit the draft of Rs. 1000/- (+GST) along with the tender document.
9. The BOM, AOA reserves the right to reject the tender without assigning any reason at any point of time.

10. The time allowed for carrying out the work will be 01 Month from allocation of work and completion within one month from date of award thereafter suitable penalty will be imposed upon the firm as decided by BOM.
11. Scanned copy of an affidavit with definite proof regarding ownership of owning hot mix plant installed in NCR (Batch Mix type only) fitted with electronic controls & screens of capacity 100-120 tonne (30-40 Cum) per hour and two Hydrostatic paver finishers fitted with electronic sensor control having capable of paving 6.0 metre width and upto 250 mm lift and Vibratory Road Rollers conforming to MORTH specifications all in good working condition as on date of uploading of tender.
12. Scanned copy of valid No Objection Certificate from Pollution Control Board of respective region for running of Hot Mix Plant.
13. Scanned copy of an affidavit of owning /deploying mechanical cleaner using compressed air for clearing or road surface, fully/semi automatic thermoplastic paint Applicator machine.
14. 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.
15. It is also made clear that intending tenderer should visit the sites of work and physically assess 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.

Encl. As above.

Mohd Azeem Khan

(Dr. Mohd. Azeem Khan)
Secretary, BOM

To,

M/s

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Annexure-I

Name of Work: Repair and premix carpeting of road with paver in Kendriya Vihar-II, Sector-82, Noida

SCHEDULE OF QUANTITIES

S.No	Items	Qty	Unit	Rate		Amount
				In fig	In Words	
1.	Providing and applying tack coat using hot straight run bitumen of grade VG 10 including heating the bitumen, spraying the bitumen with mechanically operated spray unit fitted on bitumen boiler, cleaning and preparing the existing road surfaces as per specifications on bituminous surfaces @ 0.50 Kg / Sqm	15000	Sqm.			
2.	Providing and laying semi- dense 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-inCharge. 25 mm compacted thickness with bitumen of grade VG30 @ 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.	15000	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. 50 to 100 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.	100	Sqm.			

Signature of Contractor with seal and date

Condition 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 satisfaction of the BOM, AOA after completion of entire work and handing over the same to the department of BOM, AOA.
3. Provision for all safety measures for traffic, pedestrian workmen, machinery etc. as considered necessary by the BOM, AOA.
4. Identification of services like sewer lines, water supply lines, electric and telephone cables etc. well in advance of actual execution.
5. Royalty at the prevalent rates and all other incidental expenditure shall have to be paid by the contractor on all the, 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 be included all such expenditure and nothing extra shall be paid.
6. The malba / garbage, removed from the site shall be disposed off by the contractor at any suitable place as directed by the BOM, AOA. Nothing extra shall be paid on this account.
7. 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.
8. Documentary proof of disbursement of wages to the workers. The copy of documentary proof of ECS / RTGS shall be produced with each R/A bill and final bill.
9. The dismantle material/building rubbish received from dismantling/demolishing shall be dumped to the dumping ground in properly covered truck with precaution. Agency shall submit the hard copy of photograph showing the properly covered truck disposing the dismantled material. Failure of which shall be sternly dealt and a penalty @ Rs.5000/- per trip of truck shall be levied and the decision of BOM, AOA shall be final & binding.
10. 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.
11. 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, failure of which Agency shall be liable to pay damages as decided by BOM, AOA. The decision of BOM, AOA shall be final & binding.

12. 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.
13. 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.
14. 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.
15. 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.
16. There shall be no burning of leaves, plastic etc at construction site as per Department of Environment and penalty will be borne by Bidder/Tenderer.
17. 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.
18. Identification of services like sewer lines, water supply lines, electric and telephone cables etc. well in advance of actual execution.
19. 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.
20. 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
21. The contractor shall maintain in good condition, all works executed till the completion of entire work allotted to the contractor.
22. 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.
23. Before start of the work, the contractor shall submit the programme of execution of work and get it approved from the BOM, AOA and strictly adhere to the same for the timely completion of the project work.
24. For completing the work in time, the contractor might be required to work in two or more shifts including night shifts and no claims whatsoever shall be entertained on this account, notwithstanding the fact that the contractor will have to pay to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour regulation and the agreement entered upon and / or extra amount for any other reason.

25. 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 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.
26. 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.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. 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.

35. Penalty:

In case, the Contractor fails to provide the services as per Terms & Conditions of a signed contract, a suitable penalty shall be imposed, which shall be decided by the AOA/BOM.

36 (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.
