



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/WPT/ 2019-20

Dated: 23rd November, 2019

NOTICE INVITING TENDER

Subject: Tender for White-Washing and painting of the Common Areas in the Kendriya Vihar-II, Sector-82, NOIDA.


On behalf of President, BOM, KV-II NOIDA invites sealed tenders for White Washing and Painting in the Kendriya Vihar-II, Sector-82, NOIDA from bonafide, reputed and experienced firms who satisfy all other terms and conditions mentioned in Annexure-I of the tenderdocument.

2. The tender document is available at the office of AOA, Kendriya Vihar-II, Sector-82, NOIDA on payment of Rs. 500/- (Rupees Five hundred only) non- refundable & non-transferable, in form of DEMAND DRAFT / PAY ORDER in favour of AOA KV-II on all working days between 10.00 A.M to 6.00 P.M. from 23.11.2019 to 30.11.2019. Tender document can also be downloaded from the website of the KV-II website www.noidakv2.com. In such a case, tender document fee i.e. a sum of Rs. 500/- (Rupees Five Hundred only) plus GST extra as applicable must be enclosed with the tender bid in similar way.

3. The tender should be submitted in the proforma given at Annexure-II along with EMD and other mandatory documents as mentioned in Annexure -I in a sealed cover. The cover duly super-scribed with the statement "Tender for White Washing and Painting of the Common Areas in the Kendriya Vihar-II at Sector-82, NOIDA." and TENDER No. KV-II/ WPT/ 2019-20 must contain the address of the Bidder and shall be addressed to Secretary, AOA, Kendriya Vihar-II at Sector-82, NOIDA . It should be dropped in the Tender AOA Office KV-II, Sector-82, NOIDA on or before 01.12.2019 by 12 Hrs Bids received after the scheduled date and time shall not be considered. The bids will be opened on 01.12.2019 at 4.00 PM in the office of AOA, Kendriya Vihar-II at Sector-82, NOIDA.

4. The Bid must be accompanied with an Earnest Money Deposit of Rs. 10,000/- (Rupees Ten Thousand Only) in the Form of Demand Draft/ Pay Order drawn on any Scheduled Bank in favor of "AOA KV-II". Bids without will be rejected without consideration. The tender documents are not transferable.

5. The terms and conditions are given in Annexure-I and format of Price Bid in Annexure-II.


23/11/2019
Kashi Nath Ram)
Secretary, AOA

1) Parties:

The parties to the Contract are the Tendering Firm and the AOA, Kendriya Vihar-II at Sector-82, NOIDA.

2) Addresses:

For all purposes of the contract including arbitration thereunder, the address of the firm mentioned in the tender shall be final unless the firm notifies a change of address by a separate letter sent by Speed Post/ registered Post with acknowledgement due. The firm shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

3) Signing of Tender:

Individual signing the tender or other documents connected with contract must specify whether he/she signs as:

- i) A "sole proprietor" of the firm or constituted attorney of such sole proprietor;
- ii) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- iii) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the persons so signing had no authority to do so, AOA, Kendriya Vihar-II at Sector-82, NOIDA consequences and damages under the civil and criminal remedies available.
- iv) The tenderer should sign and affix his/her firm's stamp at each page of the tender and all its Annexure as the acceptance of the offer made by the tenderer will be deemed as a contract and a formal agreement will also be drawn regarding the contract.

4) Preparation and Submission of Tender:

The tender should be submitted in the proforma given at Annexure-II along with EMD and other mandatory documents as mentioned in Annexure -I in a sealed cover. The cover duly super- scribed with the statement "Tender for rate contract for white washing and painting of the Common Areas in the Kendriya Vihar-II, Sector-82, NOIDA and Tender No.KV-II/ WPT/ 2019-20 must contain the address of the Bidder and shall be addressed to The Secretary, AOA, Kendriya Vihar-II, Sector-82, NOIDA. It should be dropped in the office of AOA, Kendriya Vihar-II, Sector-82, NOIDA on or before 01.12.2019 by 12 Hrs Bids received after the scheduled date and time shall not be considered. The bids will be opened on 01.12.2019 at 4 P.M. at AOA office, Kendriya Vihar-II, Sector-82, NOIDA. The tenderers or their authorized representatives may prefer remain present at the time of bid opening.

4.1 The Bid must be accompanied with an Earnest Money Deposit (EMD) amounting Rs. 10,000/- (Rupees Ten Thousand Only) in the form of Demand Draft/ Pay Order drawn on any Scheduled Bank in favour of "AOA KV-II" failing which the tender will be rejected without consideration. EMD will not be accepted in any other form. EMD if any deposited previously will not be considered for present tender. While the EMD of other vendors would be returned immediately after a decision on identification of vendor, the EMO of the selected vendor shall be returned after furnishing the performance security.

4.2 The bid should be accompanied with cost of bid document if downloaded from the web- site or obtained from AOA KV-II, Sector-82, NOIDA. Each page of the Bid including annexures must bear signature of the tenderer and duly stamped. The tenderer should fill up the price schedule in clear and legible terms, without any overwriting or use of white fluid. The prices quoted should be written both in figures and words.

4.3 The bidder should attach the following documents with the tender/quotation otherwise the bid will be rejected outrightly-

- i) Proof of Registration with
- ii) Photocopy of TIN No.
- iii) Copy of PAN Card.
- iv) Copy of Registration Certificate with GST

4.4 Bidding must be made against all the items mentioned in **Annexure-II**. Part bidding will not be accepted and such bids will be rejected summarily.

4.5 The quoted prices should be inclusive of all taxes and overheads such as transport cost, labor charges, etc. The consolidated price quoted shall be firm and final. The only deviation to the preceding statement could be the levies revised upward or introduced by State or Central Government after the submission of the tender by the bidder, in which case the Bidder shall produce documentary evidence.

5) Validity:

The bids shall be valid for a period of one year from the date of opening of the tenders.

6) Opening of Tender:

The bids will be opened on 01.12.2019 at 4.00 P.M. at AOA KV-II, Sector-82, NOIDA. The tenderer is at liberty to attend either himself or through their authorize representative at the opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and a proof of identification. Those who will qualify in Bid evaluation shall be intimated by speed post.

7) Criterion for Evaluation of Tenders:

A Committee constituted by the competent authority will evaluate the bids. The evaluation of the tenders will be done on the basis of fulfillment of eligibility conditions, on the basis of information furnished and the quoted price. Decision of the lowest bidder will be taken on the basis of consolidated price quoted by the bidders which includes all kind of taxes and over heads. Any inferences drawn by the tenderers or their representatives during the opening of the Bid will be their own view and AOA KV-II, Sector-82, NOIDA will not be responsible and required to abide by the same.

8) Right of Acceptance:

- i. AOA KV-II, Sector-82, NOIDA reserves all rights to reject any tender including of those bidders who fail to comply with the instructions at any stage without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of AOA Office KV-II, Sector-82, NOIDA in this regard shall be final and binding. Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvas for the contract order will prejudice the firm's quotation.
- ii. If the renderer failed to carry out the work within the specified period as given in the work order, damages for Successful bidder will be informed of the acceptance of his bid by speed post. AOA KV-II, Sector-82, NOIDA would enter into a rate agreement with the successful bidder firm which would be referred as the contractor and the AOA KV-II, Sector-82, NOIDA would be referred to as purchaser for the supply of items. The agreement shall be valid for a period of not less than one year which may be extended on mutual consent.

9) Time Schedule for Completing of work:

The firm will have to carry out the works satisfactory within the specified period as decided by the competent authority while awarding the work order/s w.e.f. the date of receipt of work order (for particular area) during the year of contract.

10) Penalty:

In the event of the firm failing to:

- a) Observe or perform any of the conditions of the work order as set out herein; or
 - b) Execute the order in good condition to the satisfaction of AOA KV-II, Sector-82, NOIDA or by the time fixed by AOA KV-II, Sector-82, NOIDA.
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- a) Failure to carry out the work quoted, after receiving the order, will be treated as a disqualification a sum equivalent to 0.5% of the contact value of order for each week of delay or part thereof upto a maximum of 10% will be deducted from the contract price. In the event of failure to carry out the work within the specified period, in addition to recovery already stated, difference in amount would be charged from defaulter firm and to be deducted from the bid security. However in case of non performance, bid security will be forfeited. However AOA KV-II, Sector-82, NOIDA has the discretion to extend the delivery period without penalty if satisfied by the reasons of delay.
 - b) In case of breach of any of terms and conditions mentioned above, the AOA KV-II will have the right to cancel the work order without assigning any reason thereof and nothing will be payable by AOA KV-II, Sector-82, NOIDA in that event. The Security Deposit of the tenderer will be forfeited.

11) Right to Call upon Information Regarding Status of work:

AOA KV-II, Sector-82, NOIDA shall have the right to call upon information regarding status of work at any point of time.

12) Terms of Payment:

- i) Payments would be made the contractor through running bill as per terms and condition of the contract. The contractor shall be required to prepare bills along with details of measurements in duplicate and submit the same for payment. Manufacturer must submit pre- receipted Bill for payment after.
- ii) Payment will be made within 30 days by Accounts Payee cheque only after satisfactory completion of work based on the verification and measurement by the authorized person by AOA KV-II, Sector-82, NOIDA.
- iii) AOA KV-II, Sector-82, NOIDA shall be at liberty to withhold any of the payments in full or in part subject to recovery of taxes including TDS as applicable and recovery of penalties mentioned in preceding para.
- iv) The term "payment" mentioned in this para includes all types of payments due to the Firm / vendor arising on account of this contract.
- v) At the time of payment of bills, the Income Tax, if any, shall be deducted at source as per Government Rules and guidelines as may be prevailing at the time of payment

13) Scope of Work.

| S.No. | Details of work |
|-------|---|
| 1. | White washing with Distemper** to give an even shade. (Two coats on old work including surface preparation) (Lift rooms, Boundary wall, Guardrooms, Parking area, Stairs and Substations). |
| 2. | Providing & applying 1.5 mm thick putty of Birla white over old exterior/interior plastered surface preparation.) (Lift rooms, Boundary wall, Guardrooms). |
| 3. | Painting with acrylic emulsion paint** of approved brand and manufacture*** to give an even shade surface preparation) (Fire fighting doors, Pump room, Boundary wall angles, Roof gates and Main gates). |

** Branded material used should be Asian / Nerolac / Dulux.

*** Rate quoted should include GST, Transportation, packaging, forwarding charges etc (Complete in itself).

14) 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 by a sole arbitrator to be nominated by President, AOA, BOM, KV-II. 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 NOIDA. The language of the arbitration shall be English.

Terms and Conditions

- i) The vendor selected would be required to furnish a Security Deposit of Rs. 30,000/- (Rs. Thirty Thousand only) in the form of Demand Draft from any Scheduled Bank in favour of "AOA KV II" payable at "NOIDA" and should be valid for a period of 2 (two) months beyond the date of expiry of Warranty Period of the items supplied.
- ii) Any violation of the terms and conditions or supply of inferior quality of material shall result in total rejection of the items apart from taking appropriate remedial action at the risk and cost of the bidder.
- iii) All the material shall be arranged by the contractor at his own cost.
- iv) The details of work shown in the serial no 13 above are a projected requirement and there is no guarantee that the work order for the same will be placed, it may change as per requirement of the AOA KV-II, Sector-82, NOIDA or can be totally cancelled after giving order by competent authority.
- v) All items of white washing and painting received shall be subject to inspection. There will be defect liability period of 6 months from the date of successful completion of work. The supplier should replace the rejected /damaged stores within 10 (ten) days, failing which legal action will be taken as deemed fit by the institution.
- vi) If the complaint registered is not addressed within the stipulated time limit the department will be at liberty to get the complaint addressed from open market and as a penalty two times of the cost of such repair will be deducted either from the payment to be made to the Agency or from Security Deposit submitted by the Agency.
- vii) The firm shall not assign or sublet the work or any part of it to any other person or party.
- viii) The site can be seen on any working day before quoting for work. In case the contractor needs any clarification / assistance he may contact AOA KV-II, Sector-82, NOIDA on any working day during the office hours.
- ix) The Contractor shall clean all the necessary item of work in connection herewith and leave the whole premises clean and tidy before handing over the complete work.
- x) The contractor will comply with all the provisions of relevant rules and regulations as provided in the acts such as labor law, payment of wages etc.
- xi) All the tenderers should read and understand the terms and conditions of the contract as detailed out in the foregoing paragraphs before furnishing their quotations, as no change or violation of the aforesaid terms & conditions are permissible once the quotations are accepted by AOA KV-II, Sector-82, NOIDA.

Performa for Price Bid

The Secretary,
Appartment Owners'Association (AOA)
Kendriya Vihar-II,
Sector-82,
NOIDA

Subject: Tender for rate contract for white washing and painting of Common areas of Kendriya Vihar-II, Sector-82, NOIDA.

| S.No. | Details of work | Rate quoted per square meter (in Rs)** |
|---------------------|---|--|
| 1. | White washing with Distemper** to give an even shade (Minimum two coats on old work including surface preparation) | |
| 2. | Painting with synthetic enamel paint of approved brand and manufacturer *** to given an even shade. (Minimum two coats on old work including surface preparation) | |
| Total Amount | | |

** Branded material used should be Asian / Nerolac / Dulux.

*** Rate quoted should include GST, Transportation, packaging, forwarding charges etc (Complete in itself).

UNDERTAKING

I /we has/have read and understand the terms and conditions of the bid document and undertake to abide by it. I also undertake that none of my relative is working with AOA, Kendriya Vihar-II, Sector-82, NOIDA.in any capacity.

Date:
& Signature of the

Name

Place:
Signatory of the firm

Authorised

(With seal of the Agency affixed)