

TENDER

RENOVATION OF GUEST ROOM- SUITES, DOUBLE BED ROOM, SINGLE BED ROOM - MAIN CENTRE

**INDIA INTERNATIONAL CENTRE
40, MAX MUELLER MARG
LODHI ESTATE NEW DELHI**

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(1) SCOPE OF TENDER

**RENOVATION OF GUEST ROOM- SUITES, DOUBLE BED ROOM, SINGLE BED
ROOM - MAIN CENTRE**

AT INDIA INTERNATIONAL CENTRE

40, MAX MULLER MARG, LODHI ESTATE, NEW DELHI

2. NOTICE INVITING TENDER

M/s _____

1.1 Sealed item rate tenders in the prescribed form are hereby invited by the undersigned for the work as detailed below:

- i) Name of work : **RENOVATION OF GUEST ROOM-SUITES, DOUBLE BED ROOM, SINGLE BED ROOM MAIN CENTRE at India International Centre, 40, Max Muller Marg, Lodhi Estate, N. Delhi.**
- ii) Owner : M/s. India International Centre, 40 - Lodhi Estate, Max Mueller Marg, New Delhi
- iii) Issue of Tender : From 23.3.2024 To 5.4.24
- iv) Receipt of tender documents : On or before 5.4.24 upto 1500 Hrs.
- v) Completion Period : 120 DAYS
- vi) Address for Issue of Tender : **M/s India International Centre
40, Max Muller Marg
Lodhi Estate
New Delhi 110003**
- vii) Address for submission of Tender : **HEAD MAINTENANCE DEPARTMENT
India International Centre , 40, Lodhi Estate
Max Mueller Marg , New Delhi 110003**

Sealed Tenders will be deposited in the Tender Box kept at ADM. OFFICE.

1.2 PRINTED FORMS OF TENDERS consisting of the complete specifications, the schedule of quantities of work to be done and set of 'Conditions of Contract' can be download from the IIC website.

1.3 The site for the work is available.

1.4 The acceptance of tender, will rest with M/s IIC who does not bind itself to accept the lowest tender, and reserves to itself the right and authority to reject any or all the tender received without assigning any reason thereof. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

1.5 Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

- 1.6 On acceptance of the tender, the name of the accredited representatives of the contractor who would be responsible for taking instructions from the Engineer-in-charge shall be communicated to the Engineer-in-charge within 10 days after the date of written order to commence work.
- 1.7 GST or any other tax on materials, if any, in respect of this contract shall be payable by the contractor and IIC, will not entertain any claim whatsoever in this respect. In the event of non-payment/defaulting in payment of any octroi, royalty, cess, sales tax, custom excise or any other levy/tax including labour dues and C.P.F. etc. by the contractor, IIC, reserves the right to withhold the dues / payment and make payments to the Local /State /Central Govt. Authorities or to labourers as may be applicable and same shall be adjusted from the amounts due to contractor.
- 1.8 **VALIDITY OF OFFER**
The tender for the work shall remain open for acceptance for a period of Ninety days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to Employer then Employer shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.
- 1.9 If it is found that the tender is not submitted in proper manner or contain too many corrections or absurd rates of amounts, it would be open for IIC, to take suitable action against the Contractor.
- 2.0 The Contractor shall comply with the provisions of the Apprentices Act, 1961, and the rules and order issued there from time to time. If he fails to do so, his failure will be a breach of the contract and the IIC, may in his discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act.
- 2.1 Unsealed and incomplete tenders will be summarily rejected.
- 2.2 Before tendering, the Contractor shall inspect the site to fully acquaint himself about the condition in regard to accessibility of site, nature and extent of grounds working conditions including space for stacking of materials, installations of T&P etc. conditions affecting accommodations and movements of labour etc. required for the satisfactory execution of the contract. No claim whatsoever on such account shall be entertained by IIC, in any circumstances.
- 2.3 The Contractor should read the specifications and study the tender drawings carefully before submitting the tenders.
- 2.4 The Contractor's responsibility for the contract shall commence from the date of issue of orders of acceptance of tender.
- 2.5 The Contractor should verify all plans, elevations and sections shown in the drawing and in case of doubt about required particulars which may in any way influence his tender, same may be got clarified from the issuing authority of tender before submitting the tender. No allowance whatsoever will be made beyond the contract for any alleged ignorance thereof.

- 2.6 The site for execution of the work will be made available, as soon as the work is awarded.
- 2.7 The tender documents has the specific terms and conditions on which tenders are required. Hence, all tender should be in strict conformity with the tender documents and should be filled in where ever necessary and initialed. Incomplete tenders are liable to be rejected. The terms and conditions of the tender documents are firm as such conditional tenders are liable to be rejected.
- 2.8 RATES:
- 2.9.0 The Contractor s should quote in figures as well as in words the rate, and amount tendered by them. The amount for each item should be worked out and the requisite totals given.
- 2.9.1 Special care should be taken to write the rates in figures as well as in words and the amounts in figures only in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word “Rs” should be written before the figures of rupees and word Ps. After the decimal figures, e.g. Rs. 2.15 Ps and in case of words, the word ‘Rupees’ should precede and the word ‘Paise’ should be written at the end. Unless the rate is in whole rupees and followed by the words ‘only’, it should invariably be upto two decimal places. While quoting the rate in schedule of quantities, the word ‘only’ should be written closely following the amount and it should not be written in the next line.
- 2.9.2 Rates quoted by the Contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. If on check there are differences between the rates quoted by the Contractor in words and in figures or on the amount worked out by him, the following procedure shall be followed:
- 2.9.3 When there is difference between the rates in figures and in words, the rates which correspond with the amount worked out by the Contractor shall be taken as correct.
- 2.9.4 When the amount of an item is not worked out by the Contractor or it does not correspond with the rate written either in figures or in words then the rate quoted by the Contractor in words shall be taken as correct.
- 2.9.5 When the rates quoted by the Contractor in figures and in words tally but the amount is not worked out correctly, the rate quoted by the Contractor will be taken as correct and not the amount.
- 2.9.7 The rates quoted by the Contractor shall cover the cost of all loading, transporting to site, unloading, storing under covers as required, assembling or joining the several parts together s necessary and incorporating or fixing materials in the work including all preparatory work or whatsoever description as may be required and of closing, preparing, loading, returning empty case of containers to the place of issue.

- 2.9.8. The Contractor is bound by the rates he quotes for the various items irrespective of quantities mentioned in the tender. No extra amount will be paid due to variation, alteration, omissions, modifications of the quantities put to tender, unless it has been specifically agreed by Owner/Architect.

PURCHASE OFFICE
For INDIA INTERNATIONAL CENTRE
40, LODHI ESTATE,
MAX MUELLER MARG,
NEW DELHI

CONTRACTOR'S SIGNATURE

3. GENERAL INSTRUCTIONS TO TENDERERS

- 3.1 Tender shall be signed by the legally authorized representative of the tenderer with Tender's full name, designation, and his complete address shall be given. Tender is to be submitted in a sealed cover superscribed "TENDER FOR THE ABOVE NOTED WORK". All pages of the document shall be signed and stamped by signatory of the tender.
- 3.2 The tender form shall be filled in all entries made by hand and written in ink. Any tender in Which there is overwriting or erasure is liable to be rejected. All corrections should be attested by the tenderer with his dated initials as many times as the corrections occur.
- 3.3 Tenderer shall quote for all item of work and in case Tenderer does not quote for any items, it will be presumed that the cost of said item is already included in other items and the Contractor shall execute the item without any extra cost to owner.
- 3.4 No addition/alteration made by the tenderer in the Notice Inviting Tender, Instructions to the Tenderer, the Tender Form, the Conditions of Contract, the Drawings, Specifications or Quantities accompanying the same shall be recognised, and if any such additions/alterations are made or any special conditions are attached, the tender of the tenderer shall be liable to be rejected.
- 3.5 After acceptance of the tender the tenderer shall sign the necessary agreement within fifteen days of intimation. In case of delay, the earnest money may be forfeited and the tender cancelled or the contract enforced as per terms of the invitation of tender and the tenderer shall thus be bound even though the formal agreement has not been executed and signed within the time stipulated by the tender documents.
- 3.6 The successful tenderer shall submit a detailed progress network based on C.P.M. techniques, identifying the activities involved and working out the resource scheduling for main items, within ten days of intimation of acceptance of tenders, which with modifications if any, by the Employer, shall form part of the agreement and shall be strictly adhered to for final and satisfactory completion of entire work within timeframe.

4. TENDER FORM - DECLARATION

TO

THE HEAD MAINTENANCE DEPARTMENT
M/s. INDIA INTERNATIONAL CENTRE
40, LODHI ESTATE,
MAX MUELLER MARG,
NEW DELHI

Dear Sir,

I/We do hereby tender to the execution of the work specified in the under written memorandum within the time specified at the rates therein and in accordance, in all respects with the specifications, drawings, designs and instructions supplied by you, which I/We have read very carefully.

MEMORANDUM:

a) Name of Work: : **RENOVATION OF GUEST ROOM- SUITES,
DOUBLE BED ROOM, SINGLE BED ROOM -
MAIN CENTRE at India international Centre, 40,
Max Muller Marg, Lodhi Estate, New Delhi**

I/We hereby distinctly and expressly declare and acknowledge before the submission of my /our tender, I/We have carefully followed the conditions, instructions and read the specifications and schedule of quantities, examined and drawings and clearly understood all the conditions of contract. I/We have also seen the location where the said work is to be done and made such investigations of the work required to enable me /us to complete the work successfully.

Should this tender be accepted in whole or in part, I/We hereby agree to abide by and fulfill all the terms and conditions annexed hereto.

I/We agree to keep the offer open for ninety days from the date of opening of tender.

Yours faithfully,

Date: _____
Contractor

Seal and Signature of the

5. INTERPRETATIONS

5.1 In construing these conditions and Interpretations Specifications, Schedule of Quantities and Contract Agreement the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires:

- a) “EMPLOYER”/OWNER Shall mean India International Centre, New Delhi and shall include his/ their representative/s assign/s or successor/s.
- b) HMD Head Maintenance Department
- c) “CONTRACTOR” Means the individual or firm or Company whether incorporated or not under taking the works and shall include legal personal representatives of such individual or the persons comprising such firm or company, and the permitted assigner of such individual or firm or Company.
- d) “SITE” Shall mean the site of the contracted works on behalf of the Employer or assigned by the Employer to act for the purpose.
- e) “ENGINEER-IN-CHARGE” Shall mean officer executing the Contract on behalf of the Employer or assigned by the Employer to act for the purpose.
- f) “REPRESENTATIVE OF EMPLOYER” Shall mean the authorized representative of IIC .(e) and (f) may be synonymous in Certain references.
- g) “THIS CONTRACT” Shall mean the tender documents, tender of the tenderer, its acceptance, the Articles of the Agreement, the Appendix, the Schedule of Quantities, Specifications and the drawings pertaining to the work.
- h) “NOTICE IN WRITING” On written notice shall mean a notice in writing, typed or printed (unless delivered personally or otherwise proved to have been received) by registered post of the last known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post if would have been delivered.

i)	“ACT OF INSOLVENCY”	Shall mean any of insolvency as defined by the Presidency Towns defined by the Insolvency Act or any Act amending such original.
j)	“WORKING DAY”	Means any day other than that prescribed by the negotiable instruments act as being a holiday and consists of the number of hours for labour as commonly authorized by good employer in the trade and in the district where the work is carried out.
k)	DAY WORK	Means item or labour and/or material which, in the opinion of the architect are capable of being evaluated by the accepted method of measurement or assessment.
l)	“IS”	Shall mean Indian Standard as issued by the Bureau Indian Standard Institution. Wherever reference is made to “IS” it shall mean the relevant “IS” code on the subject with latest edition as amended till date of submission of tender.
m)	“PROPERTY, OWNERSHIP AND POSSESSION”	The assets being created under this contract as Stipulated in the schedule will be the ‘Property’ Solely belonging to the Employer. The ownership of the site and property will solely vest with the Employer throughout the performance of this Contract From the beginning upto its completion or Determination or termination or cancellation and Beyond. The use of site or the assets under construction or part thereof by the Contractor is purely to facilitate His performance under the contract and does not confer on him the right of possession or tenancy.
90	“WORK AND SCOPE OF WORK”	Shall mean the totality of the work by expression Implication envisaged in the contract.
or		
o)	“CONTRACT VALUE”	Shall mean, upto calculation of the entire remuneration due to the Contractor in term of the contract on successful completion, of the work.
p)	“ACCEPTANCE OF TENDER”	Shall mean the acceptance of tender issued by the Employer or its authorized representative(s) to the Contractor.

GENERAL CONDITION OF CONTRACT

Scope of Work

1. Renovation of Guest Room Suites, Double Bed Room, Single Bed Room at India International Centre 40, Max Mueller Marg, New Delhi 110003
2. **Quality** : As per enclosed Annexure
3. **Execution of Work**: The proposed work has to be executed in such a way that there is minimum inconvenience to the Guest / inmates / Member and work is to be completed in time bound manner.
4. **Site Visit** : The tenderer is advised to visit and examine the site and its Surroundings to get acquainted with the scope of work fully at his / their cost and obtain, for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract. The agency shall be deemed to have inspected the site and its surroundings before hand and taken into account all relevant factors pertaining to the site in the preparation and submission of the Tender.

5. Dismantling

Before any dismantling work is commenced and also during the process of the work: All corridor and open area adjacent to the work site shall either be closed or suitably protected.

All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion, or flooding. No floor, roof or other part of a building shall be so overloaded with debris or materials as to render it unsafe.

6. Safety

All necessary personal safety equipment such as helmets protective footwear goggles / eye shields, life jackets, gas masks, safety belts etc. as considered adequate by the Engineer-in-Charge shall be available for use of persons employed on the site and maintained in conditions suitable for immediate use; and the contractor shall take adequate steps to ensure proper use of equipment by those concerned. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites shall be so stacked or placed as to cause danger or inconveniences to any person or the public. The contractor shall provide all necessary fencing and lights to protect public from accidents and shall be bound to bear expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damage and costs which may be awarded in any such suit, action or proceedings to any such

person or which may with the consent of the contractor be paid to compromise any claim by any such person.

7. Avoidance of Nuisance

The contractor shall take all precautions to avoid any nuisance arising from his operations. This shall be accomplished, wherever possible by suppression of nuisance at source rather than abatement of the nuisance once generated.

8. Noise & Distribution / Pollution

All works shall be carried out without unreasonable noise and disturbance. The contractor shall indemnify and keep indemnified the employer from and against any liability for damages on account of noise or other disturbance created while carrying out or in carrying out the work. The contractor shall take all reasonable precautions.

- 9. Cleaning of Site:** The work of the contractor will not be treated as complete unless he removes all the debris of the work from the site complete with in the 50 meter lead. The contractor shall have to remove, dust and dirt from floors, wood work and colour splashes from floors, walls, door windows, glass-panes etc.

10. Payment:

The payments will be made through running bills and strictly in accordance with checked rates / measurement recorded at site, which is duly checked and verified by the Engineer In-charge.

- a. Advance Payments if agreed shall be made against Bank Guarantee
- b. Other payments terms as per discussions.
- c. Balance 5% of contract rate will be paid after satisfactory completion of Defect Liability Period

Or

This 5% may also be released against bank guarantee of equal amount valid for defects liability period, including extension thereof, if any.

Note Minimum RA will be accepted 10% of the work order value.

The payment will be release as per actual work done according to the measurement of work checked & verified by the Engineer incharge

- 11. Completion:** The work shall be completed in 4 months from the date of work order
- 12. Deduction:** As applicable
- 13.** If the supplier, by the terms of this P.O, is required to perform any work in the Company's premises, the supplier shall be responsible for any damages or

injuries to persons or property including Company's employees and property, caused as a result of fault or negligence or for any reasons whatsoever, including omission or commission in doing or complying with certain requisites, statutory or otherwise by the supplier and /or his agents.

14. Notwithstanding anything contained anywhere in this terms and condition along with annexures, PO, etc., in the event that the input tax credit of the GST charged by seller is denied by the tax authorities to Buyer, Buyer shall be entitled to recover such amount from the seller by way of adjustment from the next invoice. In addition to the amount of GST, Buyer shall also be entitled to recover interest at the applicable rate and penalty, in case any penalty is imposed by the tax authorities on Buyer.
15. **Event of Default Clause:** In the event that the seller does not deposit the GST charged on the invoice issued to Buyer or such GST charged on the invoice and paid by Buyer is not reflected in either the GSTR-2 A available on the common GST portal as eligible input tax credit for any reason whatsoever, this Agreement shall be liable to be terminated with immediate effect and seller shall be liable to pay such damages as may be reasonably estimated by Buyer. In the event that the compliance rating prescribed under the GST Act, 2017 read with GST Rules, 2017 of Seller falls below prescribed level for any reason whatsoever, this agreement shall be liable to be terminated with immediate effect and seller shall be liable to pay such damages as may be reasonably estimated by Buyer.
16. TDS i.e (Tax Deducted at Source) under both, the income Tax Act, 1961 and the GST Act, if applicable shall be deducted by the Company at the time of payment for the services rendered as per the government regulations. TDS certificates will be issued to the vendor for the amount deducted.
17. **Labour:** The Contractor shall, in respect of labour employed by him either directly or indirectly will comply with all the labour regulations. The contractor shall not employ in connection with the works any person who is below 18 years of age.
18. The estimated quantities as mentioned in the Annexure are indicative. The final payment shall be released as per the actual site measurement jointly carried out by the representatives of IIC and the contractor.
19. **Defective work:**

The Employer shall, during the progress of the works, have power to order in writing from time to time the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions, and Contractor shall forthwith carry out such order at his own cost. In case of defaults on the part of the Contractor to carry out the same and all expense consequent thereon or incidental thereof as certified by the Employer shall be born by the Contractor or may be deducted by the Employer from any money due or that may become due to the Contractor against this Contractor or any other contract with the Employer.

20. Liquidity damages:

Now completion of work beyond the stipulated date of completion and unauthorized extension of time shall attract liquidated damages on the Contractor. In such cases liquidated damages shall be levied at 0.1% of the value of Contract per day subject to a maximum of 5 % of the total value of Contract.

21 STRUCTURAL SAFETY

The Contractor shall be responsible for all structural and other damage to any property which may arise from the operation or negligence of himself or of any sub Contractor s employees or arising out of neglect, carelessness, defective or any other cause whatsoever in any way connected with the carrying out of this contract.

22 CPM CHART FOR EXECUTION OF WORK:

The Contractor shall submit within one week of the acceptance of the tender, a CPM Chart to IIC, which shall include the planning for execution of the entire work under the contract within the stipulated time given for completion. This shall be authorized by the IIC. The mutually agreed C.P.M. shall be binding on the Contractor for progress of the work and for completion by the due date

23 WORKING HOURS

The working hours for the work may be vary as per the requirement of site. This building is fully functional hence work may be stopped during execution of work in day/ night hours.

24 TERMINATION OF CONTRACT

IIC shall have full power and without giving any reason to direct the Contractor to immediately terminate the contract if found defective, delay of work, substandard material or any other negligence during execution of work. The Contractor shall not be allowed any compensation on this account.

If the Contractor is unable to execute any work mentioned in the tender or extra item of works, IIC reserve the right to use any other contractor to complete such work. No compensation will be given to contractor on this account.

25 MEASUREMENT

The measurements shall be taken jointly by the IIC or any person or persons duly authorized by him and the Contractor's representatives, immediately on completion of the item or work. Decisions of the IIC in disputed cases will be final and binding.

26. EXTRA ITEMS:

If the altered /additional or substituted work or any additional work required to be executed as per Owner's requirement for which there are no established rates in Schedule of Items, the same shall be payable as per the provisions stated hereunder:

As far as possible rates for such items shall be worked out from agreed Schedule of Items on pro-rata basis.

If it is not possible to work out such rates, Contractor shall be paid on the basis of reasonable labour cost plus reasonable value of materials excluding cost of materials being supplied by the Owner to be incorporated in this work plus **15% (Fifteen percent)** of the aggregate labour and material costs worked out as above to cover Contractor's profit, supervision, overheads/ establishment, plant, machinery etc. IIC's decision regarding reasonable labour cost and reasonable material cost shall be final and binding on Contractor. The Purchase bill of the items will be submitted by the contractor to finalize the material cost.

- 27.** All Decision of Director IIC would be final & binding during the execution of the said work.

6. **SAILMENT FEATURURES OF THE GENERAL CONDITIONS OF CONTRACT**

S.No.	Particulars	Details
1.	Validity of Tender	90 days
2	EMD	NIL
3	Liquidated Damages	0.10% of the value of contract per day of delay project to a maximum of 5 % of the total value of contract.
4	Material to be supplied by the Owner Free of cost	NIL
5	Defects liability period	12 months from date of completion of work
6	Payment of Contractors bill	(1) Advance Payment shall be against Bank Guarantee (2) Further Payments shall be based mutually agreed discussion and on Pro-rata basis (3) Balance 5% of contract rate will be paid after satisfactory completion of Defect Liability Period Or This 5% may also be released against bank guarantee of equal amount valid for defects liability period, including extension thereof, if any. Note Minimum RA will be accepted 10% of the work order value. The payment will be release as per actual work done according to the measurement of work checked & verified by the Engineer incharge
7	Statutory Deductions	Shall be deducted at prevailing rates
8	Variations in Contract Value	No compensation payable
9	Time of Completion	120 days

APPROVED MAKES OF MATERIALS

All materials shall be of the preferred makes listed below, subject to the choice from among the makes offered being exercised by the owner/management.

LIST OF MAKES

Details of Materials	Manufacturer's Name
Stone Finish Wall & floor tiles	Nitcco/ Kajaria/ Somany/Orient/As Per approved sample
OPC Cement 43 Grade	Ultratech/ Shree ultra-Jung Rodak/ Wonder
LED Light	Philps/ Syska/ Osram/Havells
Aluminium Section	Jindal/ Hindalco / Tata
Plaster of Paris	Shriram/ Sakarni
Glass	Saint Gobin/ Modigaurd
Locks	Godrej/ Doorset
Gypsum board & section	Gypsum India
Hardware	Hettich/ Dorma
Sanitary fitting	Jaquar
CPVC Pipe	Astral
CPVC pipe fitting	Astral
UPVC PIPE	Supreme
Conduits	Fire Proof, AKG
Cables	Polycab, Finolex, Havells (To be mentioned)
Switches/Sockets	Northwest/N
GI Sheet	Hindalco/Jindal
Motorized Valve	Digital, Daikin, Honeywell, Fox Domotics
FCU	Reputed
Valves for Chilled Water	Zoloto

All samples shall be approved, Wherever specifications mentioned sam an be used.

All makes not mentioned shall be of reputed and acceptable to IIC