

NOTICE INVITING TENDER - NIT

FOR

**CONSTRUCTION OF APPROACH ROAD TO VCA
STADIUM ATJAMTHA
NAGPUR**

Vidarbha Cricket Association, a Society Registered Under the provision of Societies Registration Act 1860, and having its registered office at Vidarbha Cricket Association, Civil lines, Nagpur (hereinafter referred as "VCA" which expression shall unless it be repugnant to the context, mean and include its successors and assigns), is reconstruct the approach road from NH 7 to VCA Stadium Jamtha, Tahasil and District Nagpur.

Tenders are invited for the scope of work, indicated hereafter in this NIT. Offers should be addressed to the Hon. Secretary of VCA and should be submitted in Hard Copy only to be hand delivered to the below mentioned address with heading of "TENDER FOR CONSTRUCTION OF APPROACH ROAD TO VCA STADIUM JAMTHA NAGPUR". Only those tenderer, who have successfully completed the work of identical nature.

Tender document should be submitted in the office of the VCA at Civil lines, Nagpur, on or before 14/05/2018. Tender will be open on 15th May 2018 at VCA Civil lines office, Nagpur.

TERMS AND CONDITIONS

All materials and workmanship mentioned in the tender shall be as per prescribed terms and conditions, specifications in general & specified items in particular as forming part of agreement between VCA and the contractor unless otherwise stated herein under. The clauses herein below will have overriding effect in case of any conflict with provisions mentioned in the agreement between VCA and the contractor. The tenderer shall read and is deemed to have read the said entire terms conditions and specifications between VCA and the contractor and it shall be understood that works will have to be executed as per the CONDITIONS AND SPECIFICATIONS of the contractor.

A person signing the tender form or any other documents forming part of the contract on behalf of the tenderer shall be deemed to warranty that he has authority to bind the tenderer and if it subsequently comes to light that the person so signed had no authority to do so, VCA may without prejudice to any other civil and criminal remedies cancel the contract or the tender and hold the tenderer liable for all costs, charges and damages.

The tenderer shall not sublet, transfer or assign the contract or any part thereof without the written permission of VCA.

Nothing extra shall be paid on account of any discrepancy in nomenclature of item.

The tenderer shall see the site of work & seek clarifications if any before submitting the tender.

The tenderer is not allowed to modify, add or detach any sheet/s from the tender document.

VCA reserves the right to distribute the work to more than one agency and increase or decrease the quantity without assigning any reason.

All terms and conditions other than indicated below shall be applicable to this contract on BACK TO BACK BASIS.

1. VALIDITY OF OFFERS:

The tenderer agrees that the rates submitted shall remain valid for acceptance for a period of 30 days from the date of opening of the tenders.

2. SIGNING OF TENDERS:

All pages of the tender document must be signed by the tenderer. The signing of the tender by the tenderer shall be considered acceptance of all the stipulations and provisions of these conditions and associated documents as an integral part of the contract.

3. ACCEPTANCE OF TENDERS:

The acceptance of tender will rest with the President of VCA in consultation with the Hon. Secretary & Treasurer, VCA who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received, without assigning any reason. Tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

VCA does not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.

If any tenderer stipulates any conditions of his own, such conditional tender is liable to be rejected. Upon acceptance of the tender by VCA, the tenderer shall sign an agreement with VCA for the works subcontracted to him under the tender.

4. PRICES:

The prices are to be submitted in the formats given in FORM OF BID attached with the tender documents.

The rates applicable on construction items on VCA Schedule of Rates attached with the tender documents submitted by the tenderer are to remain fixed for the entire work of the road as specified in the Price Schedule and for the full period of the contract including any extension of time that may be granted. No claims towards extra payment shall be accepted by VCA.

Upon completion of the works, the tenderer shall enter into a separate agreement with VCA for routine maintenance of the roads up to the end of defect liability period for which the payments shall be released at the rate of 90% of the amount payable to the VCA on receipt of corresponding payment to the VCA by the contractor.

5. TAXES:

The rates quoted by the tenderer shall be deemed to be inclusive of the sales and other levies, GST, duties, royalties, cess, toll, taxes of Central and State Governments, local bodies and authorities that the tenderer will have to pay for the performance of this Contract. VCA will perform such duties in regard to the deduction of such taxes at source as per applicable law.

Tenderer shall quote all inclusive prices including the liability of GST Turnover tax, Sales tax, Excise duty, Works tax, Royalty charges and other tax/ or duty (as applicable) on contract as a whole or part thereof.

All royalty charges payable for mineral, materials - like sand, moorum, granular sub base, stone metal, grit etc. shall be payable by the tenderer. The tenderer shall submit proof of having paid the same for the entire quantity of material supplied.

6. TIME OF COMPLETION:

Mentioned in the tender documents and the time of completion shall be considered from 30 days after the award of work.

- 6-A.** The work shall be deemed to be completed only after it is so certified by VCA or by the Technical professional appointed by VCA.

7. DEFECT LIABILITY:

Tenderer shall repair and remove on his own cost, in case of Defect within a

period of 1 year from completion of the work.

8. SECURITY DEPOSIT:

The successful tenderer whose tender is accepted will have to pay Rs. 10,00,000/- (Ten Lacs) towards Security Deposit. This Security Deposit will be returned after satisfactory completion of the work. In case of breach of any term & condition of the tender the entire amount paid by you or part thereof will be forfeited.

9. PAYING AUTHORITY:

The payment shall be released by the Hon. Treasurer & the Secretary of VCA.

10. FORCE MAJEURE:

- a) The following occurrence may according to the circumstances constitute case of Force Majeure and absence of Force Majeure.
 - i) The unforeseen act of third party for which the tenderer is not responsible, of which cannot be remedied by tenderer,
 - ii) An official prohibition preventing the performance of the order, or
 - iii) A natural catastrophe such as an earthquake, lightening or civil war.

- b) Absence of Force Majeure;
The following shall not amount to Force Majeur
 - i) A strike or lockout taking place in the undertaking of the supplier or affecting the branch of business in which he carries out its activities, or
 - ii) An increase of reduction in the price of raw material necessary for the performance or the order, or the enactment or new legislation whereby the obligations of the supplier become more onerous.

11. CONTRACTOR'S RISK:

All risks of loss of or damage to physical property and of personal injury and death, which arise during and in consequence of the performance of the Contract other than the excepted risks which are:

- a) In so far as they directly affect the execution of the works in the Employer's country, the risks of war, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), natural calamities and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or

12. LABOUR LAWS:

The tenderer shall make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. The tenderer shall, if required by the VCA, deliver to VCA a return in detail, in such form and at such intervals as VCA may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the tenderer.

During continuance of the Contract, the tenderer shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority.

The tenderer shall keep VCA indemnified in case any action is taken against the VCA by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If VCA is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/ bye laws/ Acts/ Rules/ regulations including amendments, if any, on the part of the tenderer, VCA shall have the right to deduct any money due to the tenderer including his amount of performance security. VCA shall also have right to recover from the tenderer any sum required or estimated to be required for making good the loss or damage suffered by VCA.

13. TERMINATION OF CONTRACT:

In case of failure of the tenderer to perform the contract as per the terms and conditions and to the satisfaction of VCA, VCA reserves the right to terminate the contract without assigning any reason. VCA shall have a right to execute the work through any agency at the risk and cost of the contractor.

14. INSURANCE:

Contractors shall arrange the workman compensation, policy and insurance for their tools, plants and equipment directly from the insurance companies.

In case of damages, the contractor shall submit the claim to the insurance company along with required documents in time. If the case is not submitted in

time and claim becomes time barred, it shall be the responsibility of the contractor.

Claim settled by the insurance company shall be passed on to the contractor.

15. CLAIM, DISPUTES AND ARBITRATION:

All disputes, differences of opinion and controversies arising between the Parties out of this agreement shall be resolved amicably, failing which they shall be finally settled by a sole arbitrator to be appointed by the President of "VCA". The Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof for the time being in force. The award of the Arbitrator shall be a reasoned award and shall be final and binding on the Parties. The arbitration proceedings shall be conducted at a venue at Nagpur and the award shall be rendered in English Language. During the pendency of any arbitration proceedings, the Parties shall continue to perform their respective obligation under this Agreement. Attorney's fees will be borne by the respective parties thereto. The cost of arbitration will be borne equally by the parties. Each party will promptly pay its share of all arbitration fees and costs (provided that such fees and costs shall be recoverable by the prevailing party as determined by the arbitrator). If a party fails to pay such share promptly upon demand, the arbitrator shall, upon written request by the other party, enter a final and binding decision against the non-paying party for the full amount of such share, together with any award of attorney's fees and costs incurred by the other party in obtaining such decision, which decision may be entered in any court of competent jurisdiction.

16. JURISDICTION OF COURT:

All the proceeding, claims, orders in respect of all matters arising out of and in respect of contract between the parties hereto shall be filed / referred to the competent court at Nagpur City only.

DETAILS OF WORKS

Sr. No.	Item of Work	Unit	Quantity
1	Cleaning: Surface preparation to remove all loose and Dust material by brooms and Removing Caked Mud or Undesirable from Road Surface to Apply tack Coat etc. Complete.	L.S.	L.S.
2	Bituminous Maccadam: Providing / Laying Hot Mix hot laid bituminbious macadam 50mm thick average thickness 3.4% binder content (VG-30 Grade) by Weight of total mix for levelling coarse to remove irregularities including all material and crushed aggregates. Laying on a required gradient and camber including compaction with vibratory roller to achieve desired density etc. Complete. (Including Tack Coat @ 5KG/10m2)	M ²	14660.65 M ²
3	Open Graded Premixed Surfacing: Providing / laying 20mm thick open graded Premixed Carpet Composed of 13.2 mm - 5.6mm Aggregates Premixed with bitumen transported to the site, laid over previously prepared surface finished to required grade and camber with rolling to achieve desired compaction using VG-30 Grade bitumen laying with paver finisher all as directed.	M ²	14660.65 M ²
4	Liquid Seal Coat: Providing and laying Liquid Seal Coat using VG-30 Grade bitumen applied evenly @ of 9.8KG/10M2 and applying 6mm stone chippings rolling to desired compaction etc. Complete.	M ²	14660.65 M ²

Please note the quantity of work as mentioned above may differ according the actual site conditions.

FORM OF BID

(To be submitted on the letterhead of the tenderer)

Date:____/____/____

To,
The Secretary,
Vidarbha Cricket Association
Gate No.5, CM Pavilion,
Civil Lines, Nagpur.

Subject: Tender No. for Construction of Approach Road to VCA Stadium at Jamtha, Nagpur.

Dear Sir,

I/We offer to execute the work in the tender No. _____ and remedy any defects therein, and carry out the work in conformity with the conditions of Contract and specifications, Bill of Quantities, at the Rate of Rs. _____ .

Our offer shall remain valid for acceptance for a period of 30 days from the date of opening of the tenders.

We undertake to submit the Performance Bank guarantee within one week of receipt of the letter of award from the VCA.

If VCA so desires, it can split the tender in various components / (Labour, Material & Machinery) by keeping the overall contract price equivalent to the quoted offer.

Signature of Tenderer