

PRESS ADVERTISEMENT

NOTICE INVITING TENDER FOR AWHO PROJECT AT RAKSHAPURAM – PHASE - II IN MEERUT (UP)

Managing Director AWHO Kashmir House, Rajaji Marg, New Delhi-110011, invites applications from firms/Contractors of repute to reach HQ AWHO on or before **31 Dec 2024** for Pre-Qualification for issue of tenders for the work “Construction of Plotted Development works for AWHO project at Rakshapuram Ph-II in Meerut (UP)”. The scope of work shall be construction of Plotted Development work including all services and obtaining all the clearances and statutory approvals from the Competent Authority. The approximate cost of work is **Rs 10.50 Cr** (inclusive of GST and labour cess). Firms / Contractors who have completed similar one work of not less than **Rs 9 Cr** or two works not less than **6.75 Cr** each and financial average turnover of not less than **Rs 3.50 Cr** of last three years, working capital of **Rs 25 lakhs** and solvency of **Rs 1.20 Cr** may apply. Time for completion of the project shall be **12 months** and defect liability period **60 months** as per RERA.

Note: Details of advertisement and documents to be enclosed with application, can be seen / downloaded from the tender page of AWHO website www.awhosena.in

APPENDIX 'A' TO NOTICE INVITING TENDER
CA NO : AWHO/MEERUT/PLOT-DEV/04/2024

1.	Name of work	CONTRACT AGREEMENT FOR CONSTRUCTION OF PLOTTED DEVELOPMENT WORK AT RAKSHAPURAM MEERUT PHASE-II (UP) FOR ARMY WELFARE HOUSING ORGANIZATION NEW DELHI.
2.	(a) Estimated Cost of Work	Rs10,50,00,000/- (At Par Market) (including GST)
	(b) Earnest Money	Rs 10,00,000.00 (Rs Ten Lakhs only) in the form of Demand Draft(DD)/DDs/RTGS/e-payments from any Scheduled/Nationalized bank in favour of MD, AWHO payable at Delhi.
3.	Period of Completion and Defect Liability Period after completion	12 Monthsperiod of completion of works from Work Order No 1 & 60 month Defect Liability Period from actual date of completion.
4.	Cost of tender documents	Rs.5000/- in the form of DDs/RTGS/e-payments from any Scheduled/ Nationalized bank in favour of MD, AWHO payable at Delhi.
5.	Website/Portal Address	https://awho.ewizard.in
6.	Type of contract	The tender shall be based on item rate basis and General Conditions of Contract with Schedule 'A'(BOQ) to be quoted by tenderer. The tenderers are required to quote their rates and amount for the entire scope in the Schedule 'A'(BOQ).
7.	<u>Information & Details</u>	Refer Critical/Key dates shown on website
	(a) Bid submission start date	
	(b) Last date of bid submission	
	(c) Date of bid opening	
8.	Tender issuing and Accepting Officer	MD, AWHO, New Delhi
9.	Executing Agency	Project Director / Project-in-Charge,AWHO, Meerut

NOTE:-

Bidders/Firms may forward the Earnest Money Rs 10,00,000/- cost of tender Rs 5000/- in the form of DDs/RTGS/e-payment in the AWHO account as under:-

Bank Account Name	Army Welfare Housing Organisation
Beneficiary A/c No	91222260001078
Type of Bank A/c	SB
Name of Bank	Canara Bank
Bank Address	Kashmir House, RajajiMarg, New Delhi-110011
IFSC	CNRB0019122

Copy of Earnest Money and Tender Fee may be submitted/uploaded alongwith bid submission in Cover-I/Envelope-I as specified in Appendix 'A' to NIT.

10. Eligibility Criteria

10.1 The bidder should meet the criteria with regard to completion of works (works experience of similar nature) in Central Govt/ State Govt/ PSUs, annual turnover, Solvency capacity, working capital capacity as laid down hereinafter.

10.2 Bidder should not have any recovery outstanding in any Govt Department and should not be defaulter in re-payment of loan taken from any bank/organization/trust.

10.3 Clear Police verification/Passport etc :Bidder firms shall submit copy of Police verification/clearance certificate from Police authority of the area where the registered office of the firm is located or notarised copy of valid passport of proprietor/each partner/each Director. Proprietor/partners/directors of firm are not involved in anti-national/anti-social activities and have neither been convicted nor any proceedings are pending in court for such activities.

10.4 **Average Annual Turnover**:The bidder should have average annual turnover during the last three financial years ending 31 March of 2024 not less than **Rs 3.50Cr**.

(a) At the time of submission of prequalification, the bidder shall upload Affidavit/Certificate from Chartered Accountant mentioning Financial Turnover and Net Worth of last 3 years. There is no need to upload entire voluminous balance sheet. However, one page of summarized balance sheet (Audited) and one page of summarized Profit & loss Account (Audited) for last 03 years shall be uploaded.

10.5 Work Experience : Bidder shall have following work experience :

(a) Experience of having successfully completed similar nature of works during last 5 years ending last day of month previous to the one in which applications are invited should be either of the following:-

- (i) **Two** completed works of similar nature costing not less than the amount equal to **Rs 6.75 Cr each**.

OR

- (ii) **One** completed works of similar nature costing not less than the amount equal to **Rs 9 Cr**.

(b) Building / Plotted Development Work completed in Central Govt/State Govt/PSUs/ as private builder completed projects approved by RERA shall be considered. The work must have been executed through a proper agreement between the bidder and the Company.

(c) For the purpose of valuating the amount of completed works, the value of previously completed works be enhanced @ 5% per year to bring them at par with present cost.

(d) Definition of similar work is as under:-

- (i) Building work or development work like boundary walls, stores, roads and water supply, internal electrification work, external electrification work.

- (ii) In addition to above (i) bidder should also have experience of carrying out electrical, sewage and drainage work of buildings/houses/ plot development works.

- (iii) Production and verification of satisfactory performance report of respective qualifying work(s) with supporting documents shall be essential requirement during scrutiny of prequalification criteria. Certificates shall be accepted only after due scrutiny and verification from respective departments.

10.6 **Financial Soundness :**

(a) Bidder shall have the solvency value not less than **Rs 1.20 Cr**. The solvency shall be adjudged based on the solvency certificate issued by a Scheduled Bank.

(b) Bidder shall have working capital not less than **Rs 25 lakhs**. The limit of working capital shall be adjudged based on the working capital certificate issued by a Scheduled Bank.

10.7 Necessary proforma for FORM OF SOLVENCY CERTIFICATE & WORKING CAPITAL CERTIFICATE FROM NATIONALISED/SCHEDULED BANK and DETAILS OF WORKS EXECUTED DURING LAST 05 YEARS IN CENTRAL GOVT/ STATE GOVT /PSUs, is enclosed **as Annexure –I**.

11. The contractor shall not sublet any portion of the contract without prior written approval of the Accepting Officer. However, in terms of condition 23 of GCC, some contract value can be approved for subletting by the Accepting Officer. The contractor shall be fully responsible for any sub-contract or contractors, who may carry out the sublet work. The contractor shall not execute the work through power of attorney holder on his behalf to a third party/another firm except sons/ daughter of proprietor/partner/director and firm's own employees, Director, Project Manager. This shall be subject to conditions which may have been prescribed in the NIT forming part of tender documents.

12. Documents to be uploaded by the bidders

12.1 Application for the tender on Firm's letter Head. In this, the bidder shall explain with calculation details supported with documentary evidence as to how he is qualifying for this tender in terms of conditions given above. Tenderers/bidder is required to note that if they do not submit their calculation details and/or supporting documents correctly, AWHO will make calculation and the same shall be binding on the bidder. This is notwithstanding the fact that AWHO will check the details and calculations also in respect of the contractors who have given the calculations.

12.2 DDs toward cost of tender and Earnest Money Deposit.

12.3 **Documents is to be uploaded**: These shall include the following documents :

12.3.1 Cover -1

(a) Copy of turn over certificate from CA for last (Three) financial years (FY) ending 31 Mar 2024 duly indicating the UDAI number and ICAI Membership number of the Chartered Accountant issuing the certificate alongwith notarized copy of relevant pages of balance sheet of those FYs showing the turn over (gross receipts).

(b) Copies of completion certificates in three highest valued works (after adjusting the values as mentioned above) during last three years. This will be in tabular form giving name of work, details about client/Department viz, Address, Telephone, Fax No, E-mail ID etc, date of acceptance of tender/award of work/issue of Order, stipulated date of completion as per CA and actual date of completion. This signed by proprietor/all partner/authorized Director of Pvt/Public Ltd, as applicable. It should indicate whether extension was granted or compensation was levied. Attested copy of acceptance letter and completion certificate shall be enclosed of each work. In case performance report has been given by the client same shall also be submitted duly attested.

(c) Affidavit on non-judicial stamp paper of Rs 100/-(minimum) in the form of hard copy declaring their turnover for last 3 (three) Years and details of works completed in Government Department/ PSUs.

(d) List of Works in progress with Government Department/PSUs, Private Bodies/Clients, Local Municipal Bodies showing completed value and balance value to be completed in a self-explanatory tabular form duly signed by Proprietor/Managing Partner/authorized Director, as applicable.

(e) Solvency Certificate and Working Capital Certificate issued by a Scheduled Bank (not more than three months old).

(f) Scanned copy of Integrity Pact.

(g) Scanned copy of GSTIN and EPFO registration/code.

The Accepting Officer has the discretion and reserves rights not to issue tenders to a Contractor due to any reasons whatsoever and cost of tender deposited by Contractor shall be returned. No any other claims shall be admissible / entertained by AWHO.

12.3.2 E-tendering shall be issued in stage –I, 02 (two) cover system as under:-

(a) **Cover 1.**

(i) Cover I shall contain tender documents as stipulated in NIT and instructions to the tenderers. Hard copies of all documents uploaded in Cover 1 shall reach the office of Accepting Officer within the 7 days after Bid Submission end date as specified in the NIT/Key dates published during the publication of tender.

(ii) **Correspondence with Bidders.** Necessary Correspondence, if required may be made with tenderers whose Cover 1 are opened. All such correspondence shall be made online through E-mail.

(b) **Cover 2.** Cover 2 shall contain the BOQ. In addition, Cover 2 will also contain other details as asked for and mentioned in the tender documents. The BOQ shall be validated and password protected before uploading by the bidder.

(c) Scanned copies of DDs towards tender cost, tender security and Earnest Money Deposit with enlistment details/ pre-qualification documents shall be uploaded under packet 1/cover-1 of the tender/bid on e-Tendering portal. DDs for tender security and earnest money are refundable in case T bid is not accepted resulting in non-opening of 'Q' bid. The applicant contractor shall bear the cost of bank charges for procuring and encashing the DDs and shall not have any claim from AWHO whatsoever on this account.

12.4 **Other documents:-**

(a) Declaration (in affidavit form) about existence of any Government dues/ recovery outstanding against the firm.

(b) Declaration (in affidavit form) about the cases in which the bidder is involved in arbitration/litigation cases giving brief details of such cases.

(c) Three photographs of Proprietor/Partners/Director of the firm.

(d) Copy of Police verification/clearance certificate from Police authority of the area where the registered office of the firm is located or notarized copy of valid passport of proprietor/each partner/each Director.

(e) Document regarding Constitution of firm. Affidavit of Sole proprietorship/copy of partnership deed (in case of partnership firms)/ Memorandum & Articles of Association (in case of Limited/Pvt Ltd companies).

(f) Copies of PAN Card of proprietor/partners/directors.

- (g) Certificate on confirmation of visit to site of work.
- (h) Details of movable and immovable property in the name of company / firm.
- (j) Details of registration with Govt / public undertaking / any other organization etc.

12.5 Hard copy of the documents as mentioned in Para 12.3.1 and 12.3.2 will be submitted within 7 (seven) days of the last date & time of opening of (Cover 1). Balance documents as in Para 12.4 may be submitted by the bidder later on.

13. Important Instructions:

13.1 Applications/bids not accompanied scanned copies of requisite DD towards cost of tender and earnest money deposit (as applicable) shall not be considered for validation of prequalification of bidder and their finance bids cover 2 will not be opened.

13.2 Tenderers/bidders to note that they should ensure that their original DDs towards tender cost and earnest money deposit are received within 7(seven) days of bid submission end date. Non-submission of physical copies of cost of tender and security of earnest money deposit shall be considered as willful negligence of the bidder with ulterior motives and such bidder shall be banned from bidding in AWHO for a period of six months commencing from the date of opening of finance bid.

13.3 In case bidders upload quotation in pre-revised BOQ, the same shall be considered as a willful negligence by the bidder and their quotation shall be considered Non-bonafide.

13.4 Contractor shall upload copy of Goods and Service Tax (GST) registration certificate of their company. In case of failure to upload and submit the document, the firm shall be disqualified in technical bid evaluation.

13.5 Before issue of the Work Order after acceptance of tender, Contractor shall ensure that they have Provident Fund Code number, if applicable, and shall also ensure compliance of EPF & MP Act, 1952.

13.6 In case any deficiency is noticed in the documents required to be uploaded by the bidder as per NIT, a communication in the form of e-mail/What'sapp/SMS/speed post etc. shall be sent to the bidder after opening of cover-I and submit the documents as asked for within a period of 5 days from date of communication failing which financial bid (cover-2) shall not be opened and contractor shall not have any claim on the same.

13.7 In the uploading of bid, a scanned copy of Power of Attorney in favour of the person uploading the bid using his/her DSC shall be uploaded. In case the digital signatory himself is the sole proprietor, scanned copy of affidavit on stamp paper of appropriate value to this effect stating that he has authority to bind the firm in all matters pertaining to contract including the Arbitration Clause, shall be attached in 'pdf' form. In case of partnership concern or a limited company, digital signatory of the bid/tender shall ensure that he is

competent to bind the contractor (through partnership deed, general power of attorney or Memorandum and Articles of Association of the Company) in all the matters pertaining to the contracts with Union of India including arbitration clause. A scanned copy of the documents confirming of such authority shall be attached with the tender/bid in 'pdf' form, if not submitted earlier. The person uploading the bid on behalf of another partner(s) or on behalf of a firm or company using his DSC shall upload with the tender/bid a scanned copy (in 'pdf' form) of Power of Attorney duly executed in his favour by such other or all of the Partner(s) or in accordance with constitution of the company in case of company, stating that he has authority to bind such other person of the firm or the company, as the case may be, in all matters pertaining to the contract including Arbitration Clause.

13.8 Even in case of Firms or Companies which have already given Power of Attorney to an individual authorizing him to sign tender in pursuance of which bids are being uploaded by such person as a routine, fresh Power of Attorney duly executed in his favour stating specifically that the said person has authority to bind such partners of the Firm, or the Company as the case may be, including the condition relating to Arbitration Clause, should be uploaded in 'pdf' form alongwith the tender/bid unless such authority has already been given to him by the Firm or the Company. It shall be ensured that power of attorney shall be executed in accordance with the constitution of the company as laid down in its Memorandum & Articles of Association.

14. Performance Security:

14.1 After acceptance of the Tender, the contractor will be required to lodge with the Accepting Officer PERFORMANCE SECURITY DEPOSIT @ 5% of CONTRACT Amount. The amount is required to be lodged within 30 (Thirty) days of the receipt by the contractor of notification of acceptance of tender/bid , failing which action as stipulated in Condition 123 of GCC shall be taken.

14.2 Necessary proforma for **Performance Security Bond** is enclosed **as Appendix 'A' to GCC.**

15 Other Eligibility Criteria

15.1 Contractor should have Expertise of working and requisite Technical Manpower for completing the work.

15.2 Contractor should have requisite number of Vehicles, Equipments, Plants and details of Engineering Establishment for completing the work. Tenderer should own or have assured access (through hire/lease/purchase agreement/MoU/ other commercial means) to the requisite equipments, Plants and vehicles in good working condition (complete usage life not more than 7 years).

15.3 Performance & Other Requirement: Bidder shall fulfill the following requirement:-

(a) There should not be poor/slow progress in running work. (If yes, submit details and reasons of delay to check that these are not attributable to him or are beyond his control).

- (b) There are no serious defect observed in works which stand un-rectified (If yes, submit details and reasons).
- (c) There is no AWHO dues outstanding against the firm (If yes, submit details and reasons).
- (d) Proprietor/partners/directors of firm are not involved in anti-national/anti-social activities and have neither been convicted nor any proceeding are pending in court for such activities.

15.4 Disqualification: Even though the tenderers meet the above criteria, they are liable to be disqualified if they have made misleading or false information in bidding documents submitted.

16. **Integrity Pact (IP)** : IP duly signed by Accepting Officer/Authorized Officer has been uploaded along with this tender **Annexure –II to Appendix ‘A’ of NIT**. The same shall be signed by bidder(s) on each page and scanned copy shall be uploaded as part of requalification of Technical bid (cover-1) and original IP duly signed on each page shall be forwarded by post along with tender fee and EMD. IP will be an integral part of the Contract and both parties are bound by its provision.

17. **Q-bid evaluation :**

- (a) Arithmetical corrections shall be made as per General Condition of Contract 15.
- (b) For the purpose of evaluation “cost” shall be inclusive of all taxes and duties.
- (c) Accepting officer reserve the right to accept the lowest bidder or otherwise.
- (d) Completion Period as indicated in Tender Document have been accepted.

18. If bidders/tenderers desire that any condition or stipulation given in the tender documents is to be modified/amended or deleted, they may submit their comments / suggestions before last working date of clarification as shown in critical date sheet in subject tender ID alongwith supporting documents, as applicable, for consideration by the Deptt for issue of corrigendum/amendments to tender documents. If deptt considers comments/ suggestions to be appropriate, corrigendum/amendments to tender documents shall be issued and also uploaded on E-Tender Portal. If deptt does not consider comments/suggestion suitable, corrigendum/amendments to tender documents shall not be issued/uploaded on e-tendering Portal and tenderers shall quote strictly complying with the various provisions given in the tender documents.

19 **Proprietary data**

All documents and other information supplied by the Employer or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

20 **Cost of Bidding**

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Employer will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

21 **Site visit and verification of information**

21.1 Bidders are encouraged to submit their respective bids after visiting the Project site and ascertaining for themselves the site conditions, soil condition, location, surroundings, climate, availability of power, water & other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them by carrying out necessary survey/investigation. Bidders are advised to visit the site and familiarize themselves with the Project within the stipulated time of submission of the Bid. No extension of time is likely to be considered for submission of Bids.

21.2 It shall be deemed that by submitting a Bid, the Bidder has:

- (a) Made a complete and careful examination of the Bidding Documents, Schedules annexed to contract agreement Document;
- (b) Received all relevant information requested from the Employer.
- (c) Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 21.1 hereinabove. No claim shall be admissible at any stage on this account.
- (d) Satisfied itself about all matters, things and information including matters referred to in **Clause 21.1** hereinabove necessary and required for submitting an informed BID, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- (e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 21.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement by the Contractor;
- (f) Acknowledged that it does not have a Conflict of Interest; and
- (g) Agreed to be bound by the undertakings provided by it under and in terms hereof.

21.3 The Employer shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to any error or mistake therein or in any information or data given by the Authority.

22. The contractor shall utilize the services of consultants for preparation of architectural details and structural details and preparation of architectural and structural drawings through reputed qualified and experienced consultants in this field as per requirement. The name of such consultants and drawings shall be got approved by the contractor from the Accepting Officer through PMC and Project Director after their Checking.

23. The contractor shall employ qualified and experienced agents for getting the works of various services executed wherever there is requirement for this purpose as approved by the Accepting Officer.

24. In case of rejection of technical /prequalification bid, bidder may appeal to MD, AWHO e-mail contract03@awhosena.org&awhohq@gmail.com against rejection, whose decision shall be final and binding. However, contractor/ bidder shall not be entitled to any compensation whatsoever for rejection of technical/prequalification bid.

25. **JOINT VENTURE**:No Joint Venture shall be allowed to the Contractor.

26. Court of Delhi having original jurisdiction over the place from where tender has been issued shall alone have jurisdiction to decide over any dispute out of or in respect of issue related to bidding under this tender. After acceptance of tender, Condition 167(Jurisdiction of Courts) of General Conditions of Contract shall be applicable.

For Accepting Officer

No :

Army Welfare Housing Organisation
South Hutments, Kashmir House
RajajiMarg, New Delhi-110011

Dated: 2024