

DDCA
Short Notice Inviting Tenders

Delhi & District Cricket Association (DDCA) invites sealed Short Notice Tender from eligible Contractors for **“Water proofing of surface under seating area of OCH, Block A,B&C at Arun Jaitley Stadium at New Delhi.”** EMD: **Rs. 3,40,000/-**The Bid forms and other details can be obtained from the website www.ddca.in

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Name of work: “Water Proofing of surface under the seating area of OCH, Block A,B&C at Arun Jaitely Stadium, New Delhi”.

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Approved by

Tender & Purchase Committee, DDCA

SHORT NOTICE INVITING BIDS

Name of work: - “Water Proofing of surface under the seating area of OCH, Block A,B&C at Arun Jaitely Stadium, New Delhi”.

Earnest Money: **Rs. 3,40,000/-** only by way of a demand draft/ Bank Guarantee from a nationalized or scheduled bank in favour of DDCA Arun Jaitley Stadium, New Delhi.

Time Allowed : **20 days**

Certified that this Tender Document contains **16 pages** as numbered in chronological order (Excluding File Cover)

(Signature)

Tender & Purchase Committee, DDCA

DELHI DISTRICT CRICKET ASSOCIATION

ARUN JAITLEY STADIUM, NEW DELHI-110002

1. INVITATION FOR SHORT NOTICE TENDER

Delhi & District Cricket Association (DDCA) invites sealed request for proposal (Short Notice Tender) from reputed Eligible Contractors for “**Water Proofing of surface under the seating area of OCH, Block A, B&C at Arun Jaitely Stadium, New Delhi**”.to provide world class back-end utility services to all stake holders and enhanced amenities to the spectators especially in view of upcoming Mens ODI World Cup 2023.

All bids must conform to the guidelines set out in the Short Notice Tender.

The Short Notice Tender is invited in single bid system from competent company / Firm / Agency, who satisfy the eligibility criteria enumerated in the tender document (Short Notice Tender). Interested Agencies may download the tender documents from the DDCA website <https://ddca.in/ddca-document/tender>.

The request for proposal (Short Notice Tender) is being called to invite bids for the above work. The Price Bid of only the approved bidders who satisfy the eligibility criteria shall be opened. Mens ODI World Cup 2023 matches are scheduled in this stadium from October, 2023 which is very near and hence the work is of utmost urgency. Due to limitation of time, DDCA reserves the right to split the work and award to more than one agency.

The BID in sealed envelope marked to the captioned address containing Short Notice Tender may be dropped in drop box specially kept for subject Short Notice Tender mentioning Request for Proposal (Short Notice Tender) for “**Water Proofing of surface under the seating area of OCH, Block A,B & C at Arun Jaitely Stadium, New Delhi**”.” on the **top cover at following address:**

**Delhi & District Cricket Association (DDCA)
Arun Jaitley Stadium
Feroz Shah Kotla Ground,
New Delhi-110002**

The bid must be submitted in following sealed envelopes:

- **1st sealed Envelope containing EMD duly mentioned as EMD on top of it.**
- **2nd sealed Envelope containing Eligibility Documents (as per requirements of clause 9 of Short Notice Tender) duly super scribed as Eligibility Documents on top of it. Appendix -1(Proof of site inspection prior to bid submission) must also be enclosed by the bidder in this envelop along with his eligibility documents.**
- **3rdsealed Envelope containing Priced BOQ in the prescribed format as per Annexure-B duly super scribed as Price Bid Documents on top of it.**
- **All the above three Envelopes must be kept in a big envelope and submitted in drop box as above**

Note: The rates in price bid to be quoted without GST. The GST shall be reimbursed to the contractor on production of payment of the same by the contractor to the concerned authorities.

Sl. No.	Description	Date	Time
1.	Tender Document Publishing Date	22.08.2023	11.00 AM
2.	Document Download Start Date	22.08.2023	11.00 AM
3.	Bid Submission Start Date	22.08.2023	11.00 AM
4.	Bid Submission End date	26.08.2023	15.00
5.	Price Bid opening date & time	To be intimated later.	

DDCA reserves the right to accept or reject any / all Short Notice Tender without assigning any reason whatsoever.

2. Background

Arun Jaitley Stadium is an International Cricket Stadium. There is a requirement to do the work of “**Water Proofing of surface under the seating area of OCH, Block A,B&C of stadium** to provide world class back-end utility services to all stake holders and enhanced amenities to the spectators especially in view of upcoming Men’s ODI World Cup 2023.

3. Aims and objectives

- a) Board of Control for Cricket in India (BCCI) is going to host the 13th Men’s ODI World cup 2023 through October and November 2023. The event being of international importance as it is not only live telecasted, but the sportspersons/players from India and different countries of the world will participate in the event in thus stadium apart from additional pressure of spectators who wish to witness the matches in the stadium. The spectators also include VIPs/VVIPs for such an international event of world fame. DDCA is likely to host some of the matches of the 13th Men’s ODI World cup 2023 and endeavor to make the event a very success.
- b) The submission of Short Notice Tender does not guarantee the allotment of the contract. DDCA reserves the right to cancel the Short Notice Tender and/or contract without assigning any reason and no damages or claims shall be payable by DDCA on account of this cancellation.

4. Description of Work:

“Water proofing of surface under seating area of OCH, Block A,B&C at Arun Jaitley Stadium at New Delhi.” to provide world class back-end utility services to all stake holders and enhanced amenities to the spectators especially in view of upcoming Men’s ODI World Cup 2023.

5. Basic Scope of work and services

The prospective bidder is required to “Do the work of **“Water Proofing of surface under the seating area of OCH, Block A, B&C at Arun Jaitely Stadium, New Delhi”**. The Stadium is very old. **“The condition of floor, RCC steps and RCC beams below seating has been deteriorated badly. There are cavities and cracks at junction of beams with steps/floor at various places. During rainy season water percolates through these cracks and holes in areas open to sky resulting damaging/rusting the Steel structure of roof below the seating. Before installation of seats, the Water proofing of this area is very essential to stop leakage of water.**

Brief detail works as per detail given below: -

- i) Surface of Preparation for water proofing work by cleaning the surface with using a compressed air system, to ensure that the substrate is free from dust, laitance, debris, etc by grinding / wire brush etc. Repairing cracks by cutting & making V groove till the extent of the crack and filling with ready to use repair mortar as per approved manufacturer's/ Engineer In charge instruction.**
- ii) Waterproofing coating - Supplying and applying of 2 coats of fiber reinforced, UV resistant elastomeric liquid applied waterproofing & heat reflective coating. It should be formulated with PU hybrid polymers and reinforcing acrylic fibers. Upon curing, it should form a thick, seamless, durable, membrane.**

Scope of work as mentioned above is provisional and can be increased/ Decreased at the stage of award of tender or during execution period without assigning any reason.

Contractor shall mandatorily prepare and seek approval of the sample material from the DDCA prior to execution of the same.

Warranty period: The entire work will be having a warranty of minimum **3 years** against any manufacturing/workmanship defect. An amount of **5%** of the value of the water proofing work done shall be recovered from the bills of the contractor and same will be held as security for the work and may be released against Bank Guarantee from scheduled bank.

Contractor has to give guarantee Bond on the format as Annexure- “B” given in the tender document.

6. Evaluation criteria and method of evaluation (Selection process):

- a) DDCA has invited bids for the work for evaluating the proposal comprising of Eligibility Documents and Price bid. In first stage, legibility documents as specified in **clause 9** of Short Notice Tender shall be opened and the eligible firms shall be qualified for second stage, i.e., for opening of price bids. Incomplete applications shall be treated as ‘non-responsive’ and summarily rejected. In the second stage, Price Bids only of those Bidders will be opened and evaluated who qualify first stage.

- b) **THE PARTIES /BIDDERS SHALL ENSURE THAT THE BID MUST BE SUBMITTED IN THE PRESCRIBED MANNER, ANY VIOLATION SHALL RENDER THE BID LIABLE TO BE REJECTED.**

7. CARE OF THE BUILDING

Care shall be taken by the contractor while handling and installing the various equipment and components of the work to avoid damage to the building. He shall be responsible for repairing all damages and restoring the same to their original finish at his cost. He shall also remove at his cost all unwanted and waste materials arising out of the installation from the site of work.

8. DISQUALIFICATION FROM THE SELECTION PROCESS

Bidders are liable to be disqualified, if they:

1. Make misleading or false representation, or deliberately suppress any information in the forms, statements and enclosures required to be submitted by them.
2. Have hidden the record of poor performance, such as being barred/blacklisted, abandoning projects, not completing the assigned projects properly, or of financial failure/ weaknesses.
3. Resort to any unethical means, like attempting to influence the evaluation committee officials.

9. Eligibility Criteria: As under:

Sl.	Criteria	Supporting Compliance Documents
1.	The applicant shall be a company/firm/partnership/proprietorship firm registered under Indian Companies Act /Partnership Act and have its registered office in India.	Company: Copy of Certificate of Incorporation. Partnership/ Proprietorship: Partnership Deed
2	The applicant should have an average annual financial turnover of Rs 51 Lacs. during the immediate last three consecutive financial years.	Turnover certificate from CA with UDIN Number in form-2 attached. The value of annual turnover figures shall be brought to current value by enhancing the actual turnover figures at simple rate of 7% per annum.
3	The firm /applicant should not be blacklisted by any central Govt/ state Govt/ PSU/ Govt Bodies	Self- declaration certificate needs to be enclosed
4	GST Registration Certificate	Copy of Certificate to be enclosed
5	Proof of Site Inspection Prior to Submission	The Bidder must get Appendix-1(Proof of site Inspection prior to bid submission) signed by the PMC DDCA/CE-(Civil), DDCA. the Appendix - 1 needs to be submitted along with the eligibility documents of the bid.
6	Applicant should not have, during the last five years, either failed to perform on any agreement, or have been expelled from any project or agreement or have any agreement terminated for breach by the Applicant.	The applicant should give a self-declaration/affidavit.
7	The applicant should not be DDCA member/employee or the relative of DDCA member/employee	The applicant should give a self-declaration/affidavit.

10. **Completion Period:** 20 days from the date of award of work.

11. Payment Terms:

- i) 10% Mobilization advance after award of work.
- ii) 50% payment of the cost of material supplied as per Specification at work site by the Contractor. The contractor has to submit the voucher for purchase of material.
- iii) 30% payment of balance payment on successful completion of entire work.
- iv) Remaining full payment on handing over of work to DDCA.

12. Penalty Clause

In case of non-completion of the entire work within the stipulated time and if the delay is not *attributable to site requirements, Liquidated Damages (LD) @ 1% per week (or fraction thereof)* of the total cost of work awarded subject to a maximum of 10% of the gross value of work done or cost of work awarded, whichever is greater, shall be recovered from the bill of the successful bidder.

13. Performance Bank Guarantee

The earnest Money deposited by the Bidder will be retained as Performance Guarantee after award of work.

14. Security deposit (SD)

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit DDCA at the time of making any payment to him for work done under the contract to deduct a sum at the rate of **2.5%** of the gross amount of each running and final bill till the sum deducted will amount to security deposit of **2.5%** of the tendered value of the work. Such deductions will be made and held by DDCA by way of Security Deposit.

During the warranty/Guarantee period if any defects and/or poor workmanship and/or fault in the installation is noticed then the same shall be rectified/repaired/replaced up to the satisfaction of DDCA by the contractor at his own cost and within a reasonable time as mentioned in DDCA notice failing which the rectifications/repairs/ replacements as the case may be shall be done by DDCA at the cost of the contractor from his SD amount, excess expenditure over and above the SD amount if any, shall be recovered by DDCA from the contractor and the balance amount of SD if left any shall be released without interest after the warranty/Guarantee period is over.

The security deposit as deducted above can be released against FDR issued by a scheduled bank.

15. TERMINATION OF CONTRACT

Subject to other provisions contained in this clause, the DDCA may, without prejudice to any other right or remedy against the Bidder in respect of any delay, inferior work, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- a. If the Bidder having been given by the DDCA a notice in writing that he failed to deliver the products expected of them during or at the end of the work and fails to comply with the requirement of such notice for a period of seven days thereafter.
- b. If the Bidder has, without reasonable cause, suspended the work or has failed to proceed with the work with due diligence so that in the opinion of the DDCA (which shall be final and binding) he will be unable to perform the work satisfactorily and continues to do so after a notice in writing of seven days from the DDCA.
- c. If the Bidder fails to complete the work within the stipulated date or items of work with

- individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by DDCA.
- d. If the Bidder persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by DDCA.
 - e. If the Bidder shall offer or give or agree to give to any person in DDCA or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract DDCA.
 - f. If the Bidder shall enter into a contract with DDCA in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
 - g. If the Bidder shall obtain a contract with DDCA as a result of wrong Bidding or other non-bona fide methods of competitive Bidding or commits breach of agreement.
 - h. If the Bidder being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Law for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Law for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
 - i. If the Bidder being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
 - j. If the Bidder shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
 - k. If the Bidder assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the DDCA.

When the Bidder has made himself liable for action under any of the cases aforesaid,

the DDCA shall have powers:

- a) To determine the contract as aforesaid (of which termination notice in writing to the Bidder under the hand of DDCA shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit if any already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of DDCA.
- b) After giving notice to the Bidder to measure up the work of the Bidder and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another Bidder to complete the work. The Bidder, whose contract is determined as above, shall not be allowed to participate in the Bidding process for the balance work.
- c) To impose suitable penalty as it may determine in addition to claim damages/ losses.

In the event of above courses being adopted by DDCA, the Bidder shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the Bidder shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the DDCA has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

In case, the work cannot be started due to reasons not within the control of the bidder within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract. In case bidder wants to close the contract, he shall give notice to the DDCA stating the failure on the part of DDCA. In such eventuality, the Performance Guarantee of the bidder shall be refunded.

16. FORECLOSURE OF CONTRACT

If DDCA due to the abandonment or reduction of scope of works due to any reason whatsoever do not require the whole or any part of the works to be carried out, DDCA by giving a notice may foreclose the agreement. In such circumstances the contractor shall be paid for the submission and work stages for which approvals are already granted, the earnest money deposit and the Performance guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all and the DDCA shall be at liberty to make full use of all or any of the drawings, designs or other documents prepared by the contractor.

17. SETTLEMENT OF DISPUTES

Except where otherwise provided in the contract, all disputes arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by DDCA or if DDCA considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed, such party shall promptly within 15 days of arising of the disputes request the DDCA to constitute a Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any in respect of each such dispute. The Dispute Redressal Committee (DRC) shall give the opposing party two weeks for a written response and give its decision within a reasonable period from the receipt of appeal of either party. The decision of Dispute Redressal Committee (DRC) shall be final and binding on the either party. The party shall however continue to complete the remainder work without awaiting the decision of the DRC.

18. ADDITIONAL CONDITIONS:

1. ALL HEIGHTS, LIFTS, LEADS AND DEPTHS

Unless otherwise specified in tender document, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing extra shall be payable to him on this account.

2. The Contractor shall cooperate with the other agencies working at site for smooth execution of the work.

3. Agency will provide authenticated copies of itemize bills of materials related to work to the DDCA.

4. Running Bill / Final Payment to the Contractor.

The contractor will measure the work done by him and prepare computerized bill along with detailed measurements as per terms and conditions of the BOQ /contract, He will submit his computerized bill to the DDCA for checking and payment. The DDCA will check his bill and make the justified payment to him.

ANNEXURE-A (BOQ)

PRICE BID

Name of work: - “Water proofing of surface under seating area of OCH, Block A, B&C at Arun Jaitley Stadium at New Delhi.”

S.No.	Description	Unit	Qty.	Rate	Amount
1	Preparation of Surface, filling of cracks with SmartCare Repair Mortar wherever required.	sqm	21374		
2	<p>Providing and applying Smart care Damp proof, fiber reinforced elastomeric liquid water proofing membrane formulated with PU hybrid polymers and reinforcing acrylic fibers having Sun Reflectivity Index (SRI) of 105 on top of roof in three coats @ 1 litre/. One coat of self-priming of elastomeric waterproofing liquid (dilution with water in the ratio of 3:1) and two coats of undiluted elastomeric waterproofing liquid (dry film thickness of complete application/system not less than 500 microns). The operation shall be carried out after scrapping and properly cleaning the surface to remove loose particles with wire brushes, complete in all respect as per the direction of DDCA. Same treatment of Smart care Damp proof shall be continued to the parapet walls to better envelope the whole area.</p> <p>The coating shall be terminated carefully to the other side of the parapet wall.</p> <p>Make : Smart care water proof of Asia paints or equivalent water proof of other make.</p>	sqm	21374		

Total in words Rs. -----)

Note: 1.The amount quoted is without GST. The GST shall be reimbursed to the contractor on production of payment of the same by the contractor to the concerned authorities.

APPENDIX -1

Site visit certificate

(Prior to date of bid submission)

Name of work:- “Water proofing of surface under seating area of OCH, Block A,B&C at Arun Jaitley Stadium at New Delhi.”

This is to certify that representatives of M/S visited Arun Jaitley Stadium, New Delhi on..... For ascertaining and analyzing the site conditions of the Stadium for participation in the Short Notice Tender of the above work.

PMC (Civil)/CE (Civil), DDCA

Date of issue:

Form-2

Name Of Work “Water proofing of surface under seating area of OCH, Block A, B&C at Arun Jaitley Stadium at New Delhi.”

FINANCIAL INFORMATION

Details to be furnished duly supported by figures in audited balance sheet, profit and loss account statement and acknowledged IT returns for the last three year duly certified by the Chartered Accountant.

Name of the Applicant: _____

Particulars	Financial Year		
	2019-20	2020-21	2021-22
Gross Annual Financial Turnover from consultancy work (In Lakhs)			

Certified that the above financial information pertaining to the said applicant is correct and conforms with audited balance sheets,

Signature of Chartered Accountant with seal

Signature of Applicant

Note: Average Annual Turnover of last three audited financial years shall be considered. In case audited balance sheet for the latest financial is not available / audited yet, this shall be specifically mentioned. In case balance sheet for any year of these three preceding audited financial year is not provided, the gross turnover for that particular financial year will be treated as zero during evaluation.

Annexure-B

GUARANTEE BOND TO BE EXECUTED BY THE CONTRACTOR FOR WATER PROOFING TREATMENT WORK.

The agreement made this _____ day of _____ two thousand and _____ between _____ S/o _____ (hereinafter called the GUARANTOR of the one part) and the DDCA (hereinafter called the Government of the other part). WHEREAS THIS agreement is supplementary to a contract. (Herein after called the Contract) dated _____ and made between the GUARANTOR OF THE ONE PART AND the DDCA of the other part, whereby the contractor interalia, undertook to render the structures in the said contract the work in the said contract recited completely water and leak proof.

THE GUARANTOR hereby guarantee that the water proofing treatment work done by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be three years to be reckoned from the date after the expiry of maintenance period prescribed in the contract. Provided that the guarantor will not be responsible for leakage caused by earthquake or structural defects.

The decision of the DDCA with regard to cause of leakage shall be final. During the period of guarantee the guarantor shall make good all defects and in case of any defects being found render the structure water proof to the satisfaction of the DDCA at his cost and shall commence the work for such rectification within seven days from the date of issue of notice from the DDCA calling upon him to rectify the defects, failing which the work shall be got done by the DDCA through some other contractor at the guarantor's cost and risk. The decision of the DDCA as to the cost payable by the Guarantor shall be final and binding.

That if the guarantor fails to execute the water proofing, or commits breach there under then the guarantor will indemnify the Principal and his successor against all loss, damage, cost of expenses or otherwise which may be incurred by him by reason of any of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and / or cost incurred by the Government on the decision of the Engineer in charge will be final and binding on the parties.

IN WITNES WHEREOF those presents have been executed by the obligator _____ and----- by for and on behalf of the DDCA on the day , month and _____ Year first above written.

Signed sealed and delivered by OBLIGATOR in presence of :

1. _____
2. _____

SIGNED FOR AND ON BEHALF OF THE DDCA BY _____ in the presence of :

1. _____
2. _____