

**TENDER DOCUMENT**

**NAME OF WORK:- PROCUREMENT OF PPC CEMENT AT CENTRAL STORE, SDMC FOR THE YEAR 2019-20.**



**SOUTH DELHI MUNICIPAL CORPORATION  
(ENGINEERING DEPARTMENT)**

## **DISCLAIMER**

The information contained in this tender document or subsequently provided to Bidder(s) or Applicant's whether verbally or in documentary form by or on behalf of SOUTH DELHI MUNICIPAL CORPORATION (SDMC) or any of their employees or advisors, is provided to the Bidders on the terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided.

This tender document is not an agreement and is not an offer or invitation by the SDMC to any parties other than the Applicants who are qualified to submit the proposal/Bidder(s). The purpose of this document is to provide the Bidders with information to assist the formulation of their proposals. This document does not purport to contain all the information each bidder may require. This document may not be appropriate for all persons, and it is not possible for SDMC, their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this document and where necessary obtain independent advice from appropriate sources. The SDMC, their employees and advisors make no representation or warranty and shall incur no liability under any Law statute rules or resolutions as to be accuracy reliability or completeness of the tender/RFP document.

The SDMC may in their absolute discretion but without being under any obligation to do so, update amend or supplement the information in this document.

**Executive Engineer (Store)  
South Delhi Municipal Corporation**

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**SECTION-I**

**NOTICE INVITING TENDER (NIT)**

No. D/EE(Store)/SDMC/TC/2019-20/01

dated 27/08/2019

**1.1 GENERAL**

**1.1.1 Name of Work: PROCUREMENT OF PPC CEMENT AT CENTRAL STORE, SDMC FOR THE YEAR 2019-20.**

Executive Engineer (Store)/ SDMC, on behalf of the Commissioner, SDMC invites open tenders under Two Bid System from the Reputed Cement Manufactures (having valid BIS certification/License) and their Authorized Supplier/Distributors/Stockiest with brands such as ACC, Ultratech, JP, Vikram, Shree, Birla, Bangur, CCI, JK, Lakshmi, Wonder, Binani etc. for the work "Procurement of PPC Cement at Central Store, SDMC for the Year 2019-20"

**1.1.2 Key details:-**

Estimated Cost of Work	<b>Rs. 44.00 lac</b>
Estimated Quantity	<b>15000 Bags</b>
Earnest Money	<b>Rs. 88,000/-</b>
Head of Account	G-110-1182
Time of Completion	<b>5 Months</b>
<b>Tender Document on Sale &amp; downloading from SDMC Website.</b>	From 27/08/2019 to 11/09/2019 (Between 10:00 AM to 5:00 PM.) on all working days. 12/09/2019 from 10:00AM to 2:00 PM
<b>Cost of Tender Document</b>	Rs. 1,000/- (Non-refundable) in the form of Demand Draft/ Pay order in favour of "Commissioner, South Delhi Municipal Corporation" payable at New Delhi.
<b>Date &amp; Time for Submission of bid/tender</b>	12/09/2019 upto 03:00 PM Office of Executive Engineer(Store) Central Store Khyala, Opposite Blind School B-Block, Raghur Nagar New Delhi -110027. Email: eestorewz@gmail.com
<b>Date &amp; Time of Opening of bid/tender</b>	12/09/2019 at 03:10 PM Office of Executive Engineer(Store) Central Store Khyala, Opposite Blind School B-Block, Raghur Nagar New Delhi -110027. Email: eestorewz@gmail.com

The Tender documents can be purchased from the office of **Executive Engineer (Store)** at the address given below between 10:00 Hrs and 17:00 Hrs on all working days from 27/08/2019 to 11/09/2019 and on 12/09/2019 upto 14:00Hrs on payment of Rs. 1,000/- (Rupees One Thousand only) in Cash or non-refundable, in the form of Demand Draft/Pay Order in favor of "Commissioner, South Delhi Municipal Corporation". **The Tender document is non-transferable.**

  
Executive Engineer  
(Store) SDMC

Office of Executive Engineer (Store)  
Central Store Khyala, Opposite Blind School  
B-Block, Raghurir Nagar  
New Delhi -110027.  
Email: [eestorewz@gmail.com](mailto:eestorewz@gmail.com)

The TENDER DOCUMENT may also be downloaded from the official website of SDMC, i.e. [www.mcdonline.gov.in](http://www.mcdonline.gov.in) (tender portal) on or before 14:00 Hrs of 12/09/2019. The downloaded bid documents may be used for tender purposes accompanied with a Demand Draft/Pay Order of Rs. 1,000/- (Rupees One Thousand only) non-refundable in favour of "Commissioner, South Delhi Municipal Corporation" towards the tender cost to be submitted along with tender submission.

### 1.1.3: QUALIFICATION CRITERIA:

#### 1.1.3.1: Eligible Applicants:

1. Reputed Cement Manufactures (having valid BIS certification/License) and their Authorized Supplier/Distributors/Stockiest with brands such as ACC, Ultratech, JP, Vikram, Shree, Birla, Bangur, CCI, JK, Lakshmi, Wonder, Binani etc. can participate in the tender/bid.
2. The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company/Private Limited Company (Registered under the Companies Act, 1956)/Proprietorship/Partnership firm. **Bidder in the form of Joint Venture / Consortium, is not permitted.** A proof for supporting the legal validity of the Bidder shall be required to be submitted along with technical bid.
3. Tenderer must not have been blacklisted or deregistered by any Central /State Government Department or Central/State Public Sector Undertaking. Also no work of the tenderer must have been rescinded by client after award of contract during the last 5(Five) years. The tenderer/bidder should submit an undertaking in their letter head to this effect along with technical bid.

#### 1.1.3.2 Minimum Eligibility Criteria :

##### A) WORK EXPERIENCE

The bidder/Tenderer shall have experience of successfully completed during the last 7 years ending in the month of July 2019 (i.e. 31.07.2019)

- (i) **Three** similar works\* costing not less than **Rs. 17.60 lac (40% of Estimated Cost)**  
**OR**
- (ii) **Two** similar works\* costing not less than **Rs. 26.40 lac (60% of Estimated Cost)**  
**OR**
- (iii) **One** similar work\* costing not less than **Rs. 35.20 lac (80% of Estimated Cost)**

**\*Similar works** means the "Supply of Cement (OPC or PPC) to any Department of State/Central Government/ Municipal Body/Public Sector (Central/State) Undertaking/Autonomous Body/Private Sector (Limited/ Private Limited Agencies)"

#### AND in addition to the above

- a. One completed work of any nature (either part of 1.1.3.2 (A) above or a Separate One **costing not less than Rs. 17.60 lac(40% of the Estimated Cost)** with some Central Government Department/State Government Department/Central Autonomous Body/State Autonomous Body /Central Public Sector Undertaking/ State Public Sector Undertaking/City Development Authority/ Municipal Corporation of City formed under any act by Central/State Govt and published in Central/State Gazette during the last 7 years ending in the month of July 2019 (i.e. 31.07.2019).

  
Executive Engineer  
(Store) SDMC

**b. Notes:**

- (i) The value of the executed/ completed works shall be **updated up to 31.07.2019** assuming inflation at a simple rate of 7% per annum by enhancing the actual value of work (in Rs.) calculated from the date of actual completion to last day of the month previous to the one in which the tenders are invited.
- (ii) The tenderer shall submit details of work executed by them in the Performa of Annexure for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion, with any levy of compensation, time over run, performance/quality of works etc. as per Annexure-I of Appendix-20 of CPWD Manual 2014 for such work should be submitted. **The offers submitted without this documentary proof shall not be evaluated.** In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S certificates for all payments received and copy of final/last bill paid by client shall be submitted.
- (iii) Value of successfully completed portion of any ongoing work up to **31.07.2019** will also be considered for qualification of work experience criteria.
- (iv) The tenders for this contract will be considered only from those tenderers having legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956. **Bidder in the form of JV/Consortium is not permitted.**

**B. FINANCIAL STANDING**

- (i) **Annual Turnover:** The Average Annual Financial Turnover **from Construction & Supply** bidder should be not less than **Rs.22.00 Lacs** (50% of the Approx/Estimated cost) during last three financial years ending 31<sup>st</sup> March, 2018.
- (ii) **Profitability:** The bidder should not have incurred any loss more than 1 years during the last 3 years ending 31<sup>st</sup> March, 2018. (A certificate on the letter head of the Chartered Accountant of the Bidder is required in this regard).
- (iii) **Solvency:** The bidder should have a Solvency of more than **Rs. 17.60 Lacs** (40% of Estimated Cost)

**2 Submission of Tender: The proposal shall contain the following:-**

1. Technical Bid
2. Financial Bid

**Envelope I** shall contain **Technical Bid** Documents (In Original only) in one sealed envelope. The envelope shall be marked "Technical Bid only". **The tenders not accompanied by Earnest Money in prescribed form shall be summarily rejected.**

**Envelope II** shall contain **Financial Bid** (In Original only) only in another sealed cover.

- 3** The Technical and Financial Proposals shall be submitted in two separate covers clearly marked "**Technical Bid**" and "**Financial Bid**" along with non refundable tender document fee Rs. 1000/- (Rupees One thousand only) in the shape of demand draft in favour of Commissioner, SDMC , in case of down load of tenders from website.
- 4** The Tenderer must submit a Tender Document duly filled with prescribed documents in sealed cover in the Office of Executive Engineer (Store), Central Store Khyala, Opposite Blind School ,B-Block, Raghuraj Nagar ,New Delhi -110027 on 12/09/2019 upto 03:00 PM and technical bid will be opened on the same day at 03:10 PM 2019 in the presence of Bidder's representatives who choose to attend in the office of Executive Engineer (Store).

5. **Bids not accompanied by Earnest Money will be considered as non-responsive and summarily rejected.**
6. Technical Bid and Tender Document including Price Bid shall be submitted simultaneously on due date and time. Only Technical Bid shall be opened on that date of all the tenderers. The Financial Bid/ Price Bid shall be kept sealed in safe custody. The Financial Bid/Price Bid of only those qualifying tenderers, who will qualify in the technical bid on the basis of their technical proposal and along with other details given in the technical bid. The sealed price bid of unsuccessful bidder in technical bid shall be duly returned unopened.
7. Financial Bid of those Bidders not substantially responsive/unsuccessful bidders shall be returned to the Bidders unopened. All the proposals will be assessed in accordance with good professional practice.
8. The successful Bidder will be chosen from the group of qualifying Bidders ("eligible Bidders for financial bid") achieving benchmark score after technical bid evaluation as per the criteria set out by the evaluation committee. **The Successful Bidder for the assignment will be the one whose financial bid is lowest amongst the qualifiers.**
9. If any information furnished by the applicant is found incorrect at a later stage, he shall be liable to be debarred from tendering/ taking up of work in SDMC. The department reserves the right to verify the particulars furnished by the applicant independently. Conditional Tenders are liable to be rejected.
10. All information contained in this package should be treated as confidential and Bidders are required to limit dissemination on a need-to-know basis.
11. The tenderer may obtain further information/ clarification, if any, in respect of these tender documents from the office Executive Engineer (Store), South Delhi Municipal Corporation
12. All the tenderer are hereby cautioned that tenders containing any material deviation or reservations or conditional tenders shall be considered as non-responsive and is liable to be rejected.
13. Late tenders (received after due date and time of tender submission) shall not be accepted under any circumstances.
14. Tenders shall be valid for a period of **150 days** from the latest date of submission of tenders
15. If any of the above days happen to be holiday, then the tenders will be Sold/ Received and opened on the next working day at the same time.
16. SDMC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the SDMC for rejection of his proposal.

**Executive Engineer (Store)**  
**South Delhi Municipal Corporation**

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**SECTION-II**

**INSTRUCTIONS TO BIDDER (ITB)**

**1. General**

The Bidders are invited to submit a technical and a financial proposal for the work of **“PROCUREMENT OF PPC CEMENT AT CENTRAL STORE, SDMC FOR THE YEAR 2019-20 .”** The SDMC will select firm among the shortlisted firms in accordance with the method of selection indicated in this tender documents. The proposal will be the bases for contract negotiations and ultimately signing the contract with selected firm.

Those instructions set out the requirements for the preparation of proposal in a form acceptable to the South Delhi Municipal Corporation (hereinafter referred to as “SDMC”).

- 1.1 The tenderers shall read all instructions, terms & conditions, contract clauses, nomenclature of items, specifications, tender drawings, etc. contained in the tender document, very carefully before quoting the rates.
- 1.2 Throughout these bidding documents, the term “bid” and “tender” and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, etc.) are synonymous.
- 1.3 For the Bidding / Tender Document Purposes, **‘South Delhi Municipal Corporation,** shall be referred to as ‘SDMC’ and the Bidder / Successful Bidder shall be referred to as ‘Contractor’ and / or Bidder or interchangeably.
- 1.4 The Bidding Company should **only** be a Limited / Private Limited Company, registered under the Companies Act, 1956. **Bidding in the form of Proprietorship Company / JV Consortium is not permitted.**
- 1.5 The Tenderers, to qualify for award of Contract, shall submit a written power of attorney authorizing the signatories of the Tender to commit on behalf of the bidder.
- 1.6 The original and all copies of the tender shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) **and all the pages of the original and all copies shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer (as per the Power of Attorney submitted by the tenderer).** All pages of the Tender, where entries or amendments have been made, shall be initialed and dated by the authorized person or persons signing the Tender on behalf of the tenderer. No page shall be remove/deattached from this tender document.
- 1.7 Tender Form should be signed and witnessed indicating full address of witness and the names of signatories. The Tender shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed and dated by the person or persons signing the Tender.
- 1.8 The Tenderer is expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of the Tender documents will be at the Tenderer’s own risk. **Tenders that are not substantially responsive to the requirements of the Tender documents will be rejected.**
- 1.9 The Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Documents.
- 1.10 Tenderers, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other condition of any sort including any condition or a conditional rebate, **will be summarily rejected.**
- 1.11 Rates must be filled/quoted both in words and figures. In case of ambiguity between the two rates, those filled up in words shall be accepted.
- 1.12 The contractor shall quote his rates keeping in mind the specifications, instructions to bidders, terms and conditions, additional and special conditions, site conditions etc. and



nothing shall be payable extra, whatsoever, unless otherwise specified in the tender document.

- 1.13 The Supply Quantity is tentative and may increase or decrease at the sole discretion of the Engineer-in-charge. No claim of the bidder/contractor shall be entertained at any stage in this regard.**
- 1.14** In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so such power of attorney should be produced with the tender and it must be disclosed that the firm is duly registered under the Indian Partnership Act 1952.
- 1.15** The bidder should designate one person (“Contact Person” and “Authorized representative and Signatory”) authorized to represent the bidder in its dealings with South Delhi Municipal Corporation. The “contact person” and Authorized representative and signatory shall sign the Acknowledgement of Receipt of request of proposal document. This designated person should hold the Power of Attorney and be authorized to perform all tasks including but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the bidder, tenderer etc. The covering letter submitted by the bidder shall be signed by the Authorized Signatory and shall bear the stamp of the entity thereof. It will be better that the contact person should have Delhi address to avoid delay in communication/response.

## **2. Clarifications**

Bidders requiring any clarification on the tender document may notify SDMC in writing. Reply/ clarifications for any query from any Contractor shall be uploaded on MCD website <http://mcdonline.gov.in> No correspondence in any form shall be made with any of the bidder.

All correspondence / enquiries should be submitted to the following in writing by registered post / courier.

### **Address:**

Office of Executive Engineer(Store)  
Central Store Khyala, Opposite Blind School  
B-Block, Raghbir Nagar  
New Delhi -110027.  
Email: [eestorewz@gmail.com](mailto:eestorewz@gmail.com)

## **3. Amendments to Tender/RFP**

- 3.1** At any time prior to the Proposal Due Date, as indicated in the tender documents, Time Schedule, SDMC may, for any reason, whether at its own initiative or in response to clarifications requested by Bidder, amend the tender documents by the issuance of Corrigendum/Addendum.
- 3.2** Any Addendum thus issued would be up loaded on MCD website <http://mcdonline.gov.in>.
- 3.3** In order to afford Bidders reasonable time to take the Corrigendum/Addendum into account, or for any other reason, SDMC may, its discretion, extend the Proposal Due Date.
- 3.4** Without prejudice to the order of preference as specified, the provisions in such addenda shall take priority over the Invitation to Tender and Tender Documents issued previously. Tenderers should acknowledge receipt of such addenda and include them in the tender submittal.

**4. Language and Currency.**

4.1 The Proposal and all related correspondences and documents shall be written in English language.

4.2 The currency for the purpose of the Proposal shall be the **Indian Rupee (INR)**.

**5. Validity of Proposal**

5.1 The Proposal shall remain valid for a period not less than **One hundred and eighty days (150) days** from the Proposal Due Date. SDMC reserves the right to reject any proposal/all proposals that does not meet this requirement without assigning any reasons.

5.2 Prior to expiry of the Proposal Validity Period, SDMC may request the Bidders to extend the period of validity for a specified additional period.

5.3 The Successful Bidder shall, where required, extend the Proposal Validity Period till the date of execution of the consulting contract.

**6. Site Visit**

Bidder may carry out site visit at any time at their cost and satisfy themselves before submitting their tenders. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions / local conditions and other factors having a bearing on the execution of the work.

**7. Sealing and Marking of Proposals**

7.1 The Bidder shall seal the Part I and Part II of the Proposal in separate envelopes, duly marking the envelopes as "PART I: TECHNICAL BID" and "PART II: FINANCIAL BID".

7.2 All the envelopes shall indicate the Name and Address of the Bidders.

7.3 All the envelopes shall clearly bear the following identification:

**N.O.W.- PROCUREMENT OF PPC CEMENT AT CENTRAL STORE, SDMC FOR THE YEAR 2019-20 .**

7.4 All the envelopes shall be addressed to:

**Address:** Office of Executive Engineer (Store)  
Central Store Khyala, Opposite Blind School  
B-Block, Raghbir Nagar  
New Delhi -110027.

7.5 If the envelopes are not sealed and marked as instructed above, the Proposal may be deemed to be non-responsive and liable for rejection. SDMC assumes no responsibility for the misplacement or premature opening of the proposal submitted if the same is not in accordance with the prescribed format.

## 8. Proposal Due Date

Proposal should be submitted before 15:00 Hrs (IST) on or before 12/09/2019 at the address:

Office of Executive Engineer (Store)  
Central Store Khyala, Opposite Blind School  
B-Block, Raghbir Nagar  
New Delhi -110027.

9. SDMC, at its sole discretion, may extend the Proposal Due Date by issuing an Addendum.

10. The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, time and venue remaining unaltered.

## 11 Late Proposals.

Any Proposal received by SDMC after the Proposal Due Date and time will be returned unopened to the Bidder.

## 12 Modification and Withdrawal of Proposals.

The Bidder may modify or withdraw its Proposal after submission, provided that written notice of the modification or withdrawal is received by SDMC before the Proposal Due Date. No Proposal shall be modified or withdrawn by the Bidder after the Proposal Due Date.

## 13 Earnest Money

- a) The Bidder shall furnish, as a part of his bid, an Earnest Money of Rs. 88,000/- (Rupees Eighty Eight Thousand only) in the form of Banker's cheque of a Scheduled Bank/Demand Draft of a Scheduled Bank/Fixed deposit receipt (FDR) of a Scheduled Bank in favour of Commissioner, SDMC payable at Delhi. The Earnest Money shall remain valid up to 08 (Eight) months from date of submission of bids and beyond any extension period subsequently requested.
- b) The Earnest Money shall be in the form of a Demand Draft / Banker's Cheque in favour of "Commissioner, South Delhi Municipal Corporation payable at Delhi.
- c) Any bid not accompanied by an acceptable Earnest Money shall be summarily rejected by the SDMC as nonresponsive.
- d) The Earnest Money of unsuccessful Bidders will be returned after the opening of Financial Bid /expiration of the period of bid validity whichever is earlier on receipt of written request.
- e) The Earnest Money may be forfeited:
  - i. If a Bidder withdraws its Bid during the period of bid validity, or
  - ii. If the Bidder does not accept the correction of arithmetic errors in his bid price
  - iii. In the case of a successful Bidder, if the Bidder fails within the specified time to:
    - a. sign the agreement, and
    - b. furnish the required performance security

- f) Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the upto date amount of security deposit starts exceeding the earnest money.

#### 14 Test of Responsiveness

- 14.1 Prior to evaluation of Proposals, SDMC will determine whether each Proposal is responsive to the requirements of the tender documents. A Proposal shall be considered responsive if:

- a) It is received before 1500 Hrs. (IST) on the Proposal Due Date.
- b) Proposals are accompanied by Earnest Money.
- c) Tender Cost in case the tender document downloaded from the web site.
- d) Power of Attorney of a person(s) duly authorized to sign on the behalf of the tenderer
- e) It is signed, sealed and marked as stipulated
- f) It contains the information and documents as requested in tender documents.
- g) It contains information in the format as specified in tender documents.
- h) It mentions the validity period of 150 days.
- i) It provides the information in reasonable details ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by SDMC without communication with the Bidder). SDMC reserves the right to determine whether the information has been provided in reasonable detail.
- j) There are no inconsistencies between the Proposal and the supporting documents.

- 14.2 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one which.

- a) Affects in any substantial way, the scope, quality or performance of the Project or
- b) Limits in any substantial way, inconsistent with the tender document, SDMC's rights or the Bidder's obligations under the agreement, or
- c) Unfairly affects the competitive position of other Bidder presenting substantially responsive bids.

- 14.3 SDMC reserves the right to reject any Proposal which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by SDMC in respect of such Proposals.

#### 15 CLARIFICATION ON TECHNICAL BID EVALUATION.

- 15.1 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the SDMC may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the SDMC shall not be considered. The SDMC's request for clarification and the response shall be in writing.

- 15.2 If the bidder does not provide clarifications of his bid by the date and time set in the SDMC's request for clarification, his bid may likely to be rejected as non responsive.

- 15.3 SDMC also reserves right to seek confirmation/clarification, on the supporting documents submitted by the bidder in his tender from the agencies who has issued the documents.

16. **Pre-bid meeting:** Pre-bid meeting if any will be notified if required.

17. Evaluation of Proposal

The SDMC shall follow two bid system where the technical bid and financial bid shall be evaluated separately. Proposals will be assessed in accordance with good professional practices. The specific evaluation criteria is given as under:-

17.1 Technical Bid

1.1	<b>Financial Strength (last three years)</b> (only for profit making organization) i. <b>Average annual turnover - 32 Marks</b> ii. <b>Solvency Certificate - 8 Marks</b> 60% marks for minimum eligibility criteria & 100% marks for twice the minimum eligibility criteria or more. In between this on pro rate basis).	40
1.2	(i) <b>Three</b> similar works* costing not less than <b>Rs. 17.60 lac (40%) OR</b> (ii) <b>Two</b> similar works* costing not less than <b>Rs. 26.40 lac (60%) OR</b> (iii) <b>One</b> similar work* costing not less than <b>Rs. 35.20 lac (80%)</b> 60% marks for minimum eligibility criteria & 100% marks for twice the minimum eligibility criteria or more. In between this on pro rate basis).  <b>AND in addition to the above</b> c. One completed work of any nature (either part of 1.1.3.2 (A) above or a Separate One <b>costing not less than Rs. 17.60 lac” (40% of the Estimated Cost)</b> with some Central Government Department/State Government Department/Central Autonomous Body/ State Autonomous Body /Central Public Sector Undertaking/ State Public Sector Undertaking/City Development Authority/ Municipal Corporation of City formed under any act by Central/State Govt and published in Central/State Gazette during the last 7 years ending in the month of July 2019 (i.e. 31.07.2019)	30
1.3	<b>Performance (Quality) in similar works (last seven years)</b> i. Very Good 30 ii. Good 20 iii. Fair/Satisfactory 15 iv. Poor 0	30
<b>Total</b>		<b>100</b>

Financial submission of only those Bidders who achieve at least fifty percent marks in each & sixty percent marks in aggregate for their technical proposal would be opened.

17.2 The computation of the Technical Status of Bidder Assessment would be based on the details provided in Technical Bid.

- a. The evaluation on the Present Technical Proposal would be qualitative & to the best judgment & discretion of SDMC evaluation committee. The marks so assigned by SDMC or its Architect or Advisor(s) would be final and binding on the Bidder/tenderer.
- b. The composite score under the Technical Proposal would be the arithmetic sum of the marks assigned to the bidder under each of the parameters listed above.
- c. The Benchmark Score to be achieved for technical submission will be decided by the SDMC Evaluation Committee.

## 18. Financial Bid Opening Procedure

- i. SDMC shall notify in writing to the bidders who qualify the evaluation criteria that pass the minimum technical score, and intimate the date and time for opening the financial proposal. On opening the financial proposals the SDMC will notify the concerned/qualified Bidders.
- ii. The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.
- iii. All the technically qualified bidders/their authorized representatives present at the time of opening of the Financial Bids shall be required to submit the Authorisation letter from their Companies and shall be asked to sign on all the sealed envelopes containing the Financial Bid.
- iv. Any bidder objecting to the same shall be disqualified and his financial bid shall be returned on the spot.
- v. Absence of bidders or their authorized representatives shall not impair the legality of the process.
- vi. The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.
- vii. Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the Lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decided only after following due procedure as explained in above.

## 19. Negotiations

- 19.1 a: The objective of negotiations is to reach an agreement on all points and sign a contract. The negotiations shall be held with the lowest bidder amongst the qualifiers.
- 19.1 b: Negotiations will include discussions on technical proposal, work plan, staffing and on the financial bid.
- 19.1 c: In the event the negotiations fail with lowest Bidder, SDMC will have liberty to negotiate with the next lowest bidder.

## 20. SDMC's Right to Accept or Reject Proposal

SDMC reserves the right to accept or reject any or all of the Proposals without assigning any reasons and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Consultancy Contract, without liability or obligation for such acceptance, rejection and annulment.

21. SDMC may reject the tender that is considered to be substantially non-responsive to the requirements of the Proposal. Such matters may include:
- Incorrect or Fraudulent Power of Attorney
  - Incorrect or Fraudulent Tender Security
  - Tender Guarantee is "called-in" by SDMC
  - Qualifications relating to the Proposal
  - Deviations relating to the Scope of Work
  - Incomplete Technical Proposal
  - Major inadequacies in the technical offer.
  - Tenderer requires an increase in Tender Offer price during negotiations
  - Failure to sign the Contract
  - Failure to provide the Performance Guarantee.



**22.** SDMC reserves the right to invite revised Proposals from Bidders with or without amendment of the RFP/tender document at any stage, without liability or any obligation for such invitation and without assigning any reason.

**23.** SDMC reserves the right to reject any Proposal at any time:

- a) A material misrepresentation made at any stage in the bidding process is uncovered; **or**
- b) The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the proposal.

This would lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Successful Bidder get disqualified / rejected, then SDMC reserves the right to:

- i Declare the bidder bidding the next lowest bid, as the Preferred Bidder, and where warranted, invite such Bidder to equal or lower the rates secured by such disqualified Successful Bidder; or
- ii Take any such measure as may be deemed fit in the sole discretion of SDMC, including annulment of the bidding process.

**24. Conditional proposals shall not be accepted.**

#### **25. Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the short-listed bidders would not be disclosed to any person not officially concerned with the process. SDMC would treat all information submitted as part of the Proposal in confidence and will ensure that all who have access to such material treat it in confidence. SDMC would not divulge any such information unless ordered to do so by any Government authority that has the power under law to require its disclosure.

**26.** Canvassing, whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

**27.** Any effort by a tenderer to influence the Employer/Engineer in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of the tenderers tender.

**28.** The contractor shall not be permitted to tender for works in SDMC (responsible for award and execution of contracts) in which his near relative is posted as Accounts Officer or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in SDMC. Any breach of this condition by the contractor would render him liable to be removed from the list of pre-qualified contractors for this work.

**29.** No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in the Engineering Department of the SDMC is allowed to work as a contractor for a period of one year after his retirement from service, without the prior written permission of the SDMC in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the SDMC as aforesaid before submission of the tender or engagement in the contractor's service.



30. The tenderer is not allowed to make any modifications in the terms and conditions of the tender documents, which are not acceptable to the department, after submission of tender.
31. Technical Bid and Tender Document including Price Bid shall be submitted simultaneously on due date and time. Only Technical Bid shall be opened on that date of all the tenderers. The Financial Bid/ Price Bid shall be kept sealed in safe custody. The Financial Bid/Price Bid of only those successful tenderers, who will qualify in the technical bid on the basis of their technical proposal and along with other details given in the technical bid. The sealed price bid of unsuccessful bidder in technical bid shall be duly returned unopened.
- 32. Correction of Errors**
- a. Tenders determined to be technically acceptable after technical evaluation will be checked by the Employer for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected by the Employer as follows:
- a) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
- b) Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.
33. If a Tenderer does not accept the correction of errors as outlined above, his tender will be rejected and the tender security forfeited.
34. If it is found that the tender is not submitted in proper manner or contains too many corrections or absurd rates or amount, it would be open for the SDMC to take suitable action against the tenderer including rejection of tender.
35. In the tender documents the word "MCD"/"SDMC" shall mean South Delhi Municipal Corporation wherever exists.
36. In the tender documents the word "Department" shall mean "SDMC" wherever exists.
37. **Indemnify:** *The successful tenderer* shall indemnify the South Delhi Municipal Corporation against all losses and claims in respect of death or injury to any person, loss and damage to any property including works arising out of any consequences of the execution by submitting the "Indemnity Bond" on a stamp paper of value Rs.100/-
38. All communication and information should be provided in writing and in English will be addressed to Executive Engineer (Store) SDMC.
39. All statutory Govt. instructions related to the work shall be binding to the contractor.
40. IS system of measurements shall be followed.
41. **Time is Essence of work.**
42. Unless otherwise specified in this tender document, CPWD Manual-2014 with up to date correction slips shall be binding on the contractor.
43. The adjudication for any dispute shall be the Local Jurisdiction and Court of Delhi.

**Executive Engineer (Store)  
South Delhi Municipal Corporation**

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Executive Engineer  
(Store) SDMC

**Section – III**

**SCHEDULE OF QUANTITIES**

NIT No. D/EE(Store)/SDMC/TC/2019-20/01

Dated 27/08/2019

**Name of Work: Procurement of PPC Cement at Central Store, SDMC for the year 2019-20.**

S.N	Item	Qty.	Unit.
1.	Procurement of PPC Cement at Central Store, SDMC for the year 2019-20.  (Supply of 15000 bags (750 MT) of PPC Cement shall be made at Central Store Khyala, Opposite Blind School, B-Block, Raghbir Nagar ,New Delhi -110027)  (The work includes supply, transportation, loading and unloading of Cement Bags at Central Store)	15000	50 Kg Bag

**Executive Engineer (Store)  
South Delhi Municipal Corporation**

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**Section – IV**

**GENERAL CONDITIONS OF CONTRACT**

**1. Performance Guarantee/Security—Deleted**

**2. RECOVERY OF SECURITY DEPOSITS.**

An amount equivalent of 10% of the total amount payable to the Contractor shall be deducted progressively from each bill towards security deposit for fulfilling the terms of this agreement faithfully and diligently till the sum along with the sum already deposited as earnest money, will amount to security deposit of 10% of the tendered value of the work. This is in addition to the performance guarantee that the contractor is required to deposit. Unless otherwise required under the provisions of agreement the security deposit @ 10% of tendered value/contract price of the work shall remain in force for a period of Three Months after the issue of completion certificate of work.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by SDMC on any account whatsoever and in the event of his Security deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt or in shape of pay order/demand draft by the State Bank of India or by schedule banks (if deposited for more than 12 months) endorsed in favour of the Engineer-in-charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest money deposited at the time of tenders will be treated as part of the Security Deposit.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulation to a minimum of Rs.5(Five) Lacs subject to the conditions that amount of such bank guarantee, except last one, shall not be less than Rs.5(Five) Lacs.

**3. Settlement of Disputes**

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in-before mentioned and as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, design drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter :

- 3.1 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 the Engineer-in-Charge on any matter in connection with or arising out of the contract of carrying out of the work to be unacceptable, he shall promptly within 15 days request the Superintending Engineer or equivalent, in writing for the written instructions or decision. Thereupon, the Superintending Engineer or equivalent, shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter.
- 3.2 If the Superintending Engineer or equivalent fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions

or decision of the Superintending Engineer or equivalent, the contractor may, within 15 days of receipt of the Superintending Engineer's or equivalent's decision, appeal to the Chief Engineer/Director or equivalent who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chief Engineer or equivalent shall give his decision within 30 days of receipt of the representation of the contractor failing which matter can be taken with the Additional Commissioner (Engineering)/Commissioner SDMC for final decision

**3.3 Dispute Resolution:-**

Any dispute and/or difference arising out of or relating to this contract will be settled as per above Clause 17 failing which the matter will be referred for adjudication to local jurisdiction and Court of Delhi only.

**3.4 Jurisdiction of Court:** This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Delhi.

**4. Unless otherwise specified the General Conditions of Contract as approved by the Corporation (SDMC) is applicable and binding.**

**Executive Engineer (Store)  
South Delhi Municipal Corporation**

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## SECTION V

### SPECIAL TERMS & CONDITIONS

- (i) Only reputed cement manufactures having valid ISI certification/License with brands such as ACC, Ultratech, JP, Vikram, Shree, Birla, Bangur, CCI, JK, Lakshmi, Wonder, Binani etc. and their authorized supplier/distributers/stockiest can participate in the tender.
- (ii) Work shall be carried out as per relevant IS code(s) and CPWD Specifications with upto date amendments.
- (iii) Each supply of lot will be accompanied by Manufacturer Test Certificate of confirmation. Each bag shall be marked with the following:
  - a. IS code certificate mark.
  - b. Grade of Cement.
  - c. Manufacturer name and his recognized mark.
  - d. Weight of bag.
- (iv) The contractor shall be responsible for timely cartage, loading & unloading and giving delivery of the materials in sound and undamaged conditions at Central Store, Raghurib Nagar, Khayala, New Delhi, SDMC situated at Raghurib Nagar, Khyala New Delhi as per instructions of Engineer-in –Charge.
- (v) The cement bags will be got stacked properly by the contractor as per the instructions of Engineer-in Charge.
- (vi) The contractor shall provide the samples of material free of cost for testing and cost of material including packaging, sealing, transportation, loading & unloading etc. will be borne by the contractor. The cost of testing will be borne by the contractor if samples are sent to laboratory other than SDMC laboratory.
- (vii) All the mandatory testing shall also be carried out at the site laboratory / SDMC laboratory/designated lab. If during the testing of material, the sample material gets failed, the cost of testing charges and consequent re-testing required, if any, shall be borne by the contractor.
- (viii) Contractor will cover properly the cement bag with plastic sheet/tripal etc. to check cement damage due to moisture and rain water etc. during loading transit and unloading of cement at Central Store, Raghurib Nagar, Khayala, New Delhi, SDMC and nothing extra shall be paid to the contractor for this purpose.
- (ix) Contractor will obtain necessary permission from Delhi Police or other authorities for plying of truck in “NO ENTRY” period and “NO ENTRY” Zones etc.
- (x) Rates are net including all taxes etc. and nothing extra is payable.
- (xi) On receipt of material at Central Store, a first installment @ 75% of Due Payment based on Contractual rate will be made within 15 days of receipt of the submission of the bill by the Contractor. After confirmation of Test results from the approved lab, balance payment will be made subject to deduction if any on account of test results report status.**
- (xii) The Earnest Money of the lowest agency shall not be refunded before the expiry of six months after the issue of Completion certificate, final or otherwise, of completion of supply, or all final bill has been prepared and passed whichever is later.
- (xiii) Manufacturer/supplier should have valid Tin No./GST No registered in Delhi/Pan No.
- (xiv) The undertaking of the bidder regarding authorized signatory should also be furnished in Technical Bid.

(xv) Tolerance of Weight of Bags shall be allowed as per IS stipulation(s).

(xvi) Supplier will provide full facility for weighing of cement, counting of bags etc.

(xvii) **Time of completion of Work is 5 months.** Cement will be supplied by the contractor as per following schedule:

- a. 7500 bags within 28 days after issue of work order.
- b. 7500 bags after 2 months of issue of work order or as per requirement of Engineer-in-Charge.

**Executive Engineer (Store)  
South Delhi Municipal Corporation**

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**SECTION-VI**

**TECHNICAL BID SUBMISSION FORMAT**

**The technical bid shall consist of the following documents:**

- I. Incase of Limited/Private Limited Firms , a duly executed and Notarized Power of Attorney in original along with its certified copy in the name of tenderer Authorized Signatory to act on behalf of tenderer **alongwith** copy of the resolution of the board of the company in favour of authorized representative/signatory to act on behalf of tenderer.
- II. Registration Certificate of the Firm/ Pan No./ GST No/TIN No. etc
- III. Document in support of payment of Earnest Money.
- IV. Structure and Organization of the Firm with complete details as per **Annexure – A**.
- V. Financial Data/Standing as per **Annexure – B**.
- VI. **Solvency:** The bidder should have a Solvency of more than **Rs. 17.60 Lacs** (40% of Estimated Cost) as per **Annexure-C**
- VII. Details of all similar works completed in the last seven years as per **Annexure – D**. The expenditure so claimed need to be supported with any experience certificate issued by the client and signed by an officer not below the rank of Executive Engineer.
- VIII. Performance on Completed or ongoing works shall be furnished as per **Annexure– E**
- IX. Anti – Collusion certificate as per **Annexure – F**.
- X. Undertaking for not Blacklisted as per **Annexure- G**.

**Note - The Technical proposal shall not include any financial information.**

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**ANNEXURE – ‘A’**

**STRUCTURE AND ORGANISATION**

1. Name and Address of the Firm/ tenderer/bidder:
2. Telephone No./Telex No./ Fax No./E-mail ID
3. Legal status of the Firm (attach copies of) :
  - a) Article / Memorandum of Association
  - b) Power of Attorney(s)
4. Particulars of Registration with various Government Bodies (Attach copies duly attested by the Authorised Signatory on behalf of the tenderer/bidder):
  - a) Registration Number
  - b) Organization / Place of Registration

**Seal & Signature of Authorized Signatory  
on behalf of the tenderer/bidder**

**ANNEXURE 'B'**

FINANCIAL DATA

**(FINANCIAL STANDING)**

**NAME OF THE TENDERER/BIDDER:**

*(All Amounts in Rupees)*

S. No.	Description	Financial Data for Latest Last Three Financial Years			
		Year 2015-16	Year 2016-17	Year 2017-18	Remarks
1.	<b>Total Assets</b>				
2.	<b>Current Assets</b>				
3.	<b>Total Liabilities</b>				
4.	<b>Current Liabilities</b>				
5.	<b>Profits Before Taxes</b>				
6.	<b>Profits After Taxes</b>				
7.	<b>Net Worth [= 1 - 3]</b>				
8.	<b>Working Capital [=2 - 4]</b>				
9.	<b>Annual Turnover (From Construction &amp; Supply)</b>				
10.	<b>Gross Annual Turnover</b>				

**Signature of Authorized Signatory  
on behalf of Tenderer with company seal**

**NOTE:**

1. Attach copies of the audited balance sheets, including all related notes, income statements for the last five audited financial years, as indicated above.
2. All such documents reflect the financial data of the tenderer and not that of sister or parent company.
3. **The above Annexure shall be duly Certified by Chartered Accountant / Company Auditor under his Signature & Stamp on his letter head .**

**ANNEXURE- C**

**SOLVENCY CERTIFICATE**

This is to certify that to the best of our knowledge and information that M/s \_\_\_\_\_ having marginally noted address a customer of our bank are/is respectable and can be treated as good for engagement upto a limit of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

**Dated :-**

**Signature & Seal  
Name & Designation of the Bank Officer  
Name of the Bank  
Address**

**ANNEXURE – ‘D’**

**WORK EXPERIENCE**

**DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED “SUPPLY OF CEMENT”  
DURING THE LAST SEVEN YEARS**

**Name of the TENDERER:-**

1. Name of Work/Project and Location	
2. Agreement / Contract No.	
3. Client (with Address & Telephone)	
4. Scope / Nature of work	
5. Date of Start	
6. Stipulated Date of Completion	
7. Actual Date of Completion	
8. Detail about any Levy of Compensation, Time Over Run, Performance/Quality of Works etc	
9. Total value of work done on completion (up to <b>31.07.2019</b> in case of works in progress)	
<b>Value of work done of component of Similar works</b> means “Supply of Cement (OPC or PPC)”as stipulated in NIT clause 1.1.3.2.	
10. Reference to Client’s/ Employer Completion Certificate	
11. Litigation or Arbitration cases pending/ in progress with detail	
<b>NOTE:</b>	
<ol style="list-style-type: none"> <li>1. Attach copy of the Experience &amp; Performance Certificate issued by the Client</li> <li>2. <b><i>In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S certificates for all payments received and copy of final/last bill paid by client shall be submitted.</i></b></li> </ol>	

**ANNEXURE – ‘E’**

**Performance on Completed Works OR Ongoing Works as Contractors for “PROCUREMENT OF PPC CEMENT AT CENTRAL STORE, SDMC FOR THE YEAR 2019-20 .” where Progress is Rs. 17.60 Lac OR More During Last Seven Years.**

1. Name of the Agency
2. Name of work/project and location
3. Work Order/Agreement No.
4. Estimated Cost
5. Tendered Amount
6. Gross Value of work done (till 31.07.2019 incase of ongoing work)
7. Date of Start
8. Date of completion and present progress (%)
  - i Stipulated Date of completion
  - ii Actual / Anticipated date of completion.
  - iii Present Progress (For ongoing works)  
Financial / Physical
9. Performance Report
  - (i) Quality of work: - Very Good/Good/Fair (Satisfactory)/Poor
10. Whether the agency has gone for Litigation/Arbitration against the client.
11. Whether the client has gone for Litigation/Arbitration against the agency.

**Executive Engineer/  
Chief Project Manager or equivalent**

**Note:-**

Certificate to be signed by an officer not below the rank of Executive Engineer or equivalent.

  
Executive Engineer  
(Store) SDMC

**ANNEXURE – 'F'**

**FORMAT FOR ANTI – COLLUSION CERTIFICATE**

We hereby certify and confirm that in the preparation and submission of our bid for the proposals, we have not acted in concert or in collusion with any other Bidder or other person (s) and also not done any act, deed or thing which is or could be regarded as anti – competitive.

We further confirm that we have not offered or will offer any illegal gratification in cash or kind to any person or agency in connection with instant Proposal.

Date this \_\_\_\_\_ Day of \_\_\_\_\_ 2019.

\_\_\_\_\_

(Name of the Bidder)

\_\_\_\_\_

**Signature of Authorized Signatory  
on behalf of Tenderer with company seal**

Note:

1. This Certificate is to be submitted on the letterhead of the Bidder/tenderer.

  
Executive Engineer  
(Store) SDMC

**ANNEXURE- G**

**UNDERTAKING FOR NOT BLACKLISTED**

I/We do hereby undertake that we have not been blacklisted or deregistered/debarred by any Central / State Government Department or Central/State Public Sector Undertaking or Central/State Autonomous Body and also that none of our work was rescinded by the client after award of contract during last 5 (Five) Years ending 31/07/2019.

**Signature of Authorized Signatory  
on behalf of Tenderer with company seal**

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**NOTE:**

1. The undertaking shall be signed by authorized signatory of the tenderer on the letterhead of the bidder/tenderer.

  
Executive Engineer  
(Store) SDMC



**SOUTH DELHI MUNICIPAL CORPORATION**

**STATE:** -Delhi

**Department:** - Engineering

**CIRCLE:-** SE(WZ)-II

**DIVISION:** - EE(Store)SDMC

**Item Rate Tender & Contract for Works**

**TENDER FOR THE WORK OF**

**N.O.W.-: PROCUREMENT OF PPC CEMENT AT CENTRAL STORE, SDMC FOR THE YEAR 2019-20 .**

- i) To be submitted by 03:00 PM on 12/09/2019
- ii) To be opened in presence of tenderers who may be present at 03:10PM on 12/09/2019 in the office Executive Engineer (Store), South Delhi Municipal Corporation .

Issued to: -

.....  
.....

Signature of officer issuing the document  
Designation: Executive Engineer (Store) SDMC

Date of Issue:- \_\_\_\_\_

  
Executive Engineer  
(Store) SDMC

## TENDER

I/We have read and examined the Notice Inviting Tender, Instructions to Bidder, General Rules and Directions, General Conditions of Contract, Special Condition of Contract, Clauses of Contract, Schedule of Work/Requirement Price Schedule, BOQ & other documents and Rules referred to in the condition of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the South Delhi Municipal Corporation within the time specified in NIT viz., schedule of quantities and in accordance in all respects with the specifications, design, drawings and instructions in writing referred to in General Rules and Directions of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such condition so far as applicable.

We agree to keep the tender open for **150 Days** from the date of submission of tender/bid thereof and not to make any modification in its terms and conditions.

The Bidder shall furnish, as a part of his bid, an Earnest Money of **Rs. 88,000/-** (Rupees Twenty Nine Lacs only) in the form of Banker's cheque of a Scheduled Bank/Demand Draft of a Scheduled Bank/Fixed deposit receipt (FDR) of a Scheduled Bank in favour of Commissioner, SDMC payable at Delhi. The Earnest Money shall remain valid up to 08 (Eight) months from date of submission of bids and beyond any extension period subsequently requested.

If I/We fail to commence work as specified, I/We agree that the SDMC or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in tender document.

I/We agree that should the South Delhi Municipal Corporation decide to forfeit earnest money mentioned for this work, unless a sum equal to the earnest money is paid by us forthwith, the competent authority, may at his option recover it out of the deposit and in the event of deficiency, out of any other money due to me/us under this contract or otherwise from the payment due in any other contract with Central Govt. /State Govt./PSU/private Company etc. I/We shall be debarred for participation in the re-tendering process of the work.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the state.

I/We agree that should I/We fail to commence the work specified in the above memorandum an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the South Delhi Municipal Corporation and the same may at the option of the competent Authority be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under the contract or otherwise.

**Signature of Authorized Signatory  
On behalf of the Tenderer with Company seal**

  
Executive Engineer  
(Store) SDMC

**INDEMNITY BOND**

**(To be Notarized)**

**(TO BE TYPED ON A RS. 100 STAMP PAPER)**

**(TO BE SUBMITTED BY THE SUCCESSFUL TENDERER/BIDDER)**

We, M/s. \_\_\_\_\_ (the Contractor/contractor) shall indemnify the South Delhi Municipal Corporation against all loss and claims in respect of:

1. Death or Injury to any person
2. Loss or Damage to any property including works

These may arise out of any consequences of the execution and completion of the works and remedying of all defects therein and against all claims, proceedings, damages, costs, charges or expenses in respect or in relation thereof.

We shall also indemnify the Employer from all risks arising out of natural calamities, etc.

**Signature of Authorized Signatory  
on behalf of Tenderer with Company seal**

Title of Office

Name of Firm

Date:

  
Executive Engineer  
(Store) SDMC

**SECTION – VII**

**FINANCIAL BID SUBMISSION FORMAT**

The Financial bid shall only consists of the following documents:

1. Letter of Acknowledgement.
2. Price Schedule/Financial Bid .

**LETTER OF ACKNOWLEDGEMENT**

Date:

To:

Executive Engineer(Store)  
Central Store Khyala, Opposite Blind School  
B-Block, Raghbir Nagar  
New Delhi -110027.  
Email: [eestorewz@gmail.com](mailto:eestorewz@gmail.com)

Sir,

Having examined the tender documents, the receipt of which is hereby duly acknowledged, I/We the undersigned offer to carry out **N.O.W.- PROCUREMENT OF PPC CEMENT AT CENTRAL STORE, SDMC FOR THE YEAR 2019-20 .".** as per the financial bid attached.

I/We undertake, if our Tender is accepted, to commence the work within **Ten** days calculated from the date of issue of your Letter of Award/ Acceptance of Contract/ Work Order.

I/We agree to abide by this proposal for a period of 150 days from the date fixed for Tender opening under (Clause 5 of the Instructions to Bidder) and it shall remain binding upon us and may be accepted at any time before the expiration of the period.

Until a formal contract is prepared and executed, this proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2019

SEAL OF COMPANY .....

**Seal & Signature of Authorized Signatory  
On behalf of the Tenderer**



Executive Engineer  
(Store) SDMC

**PRICE SCHEDULE/ FINANCIAL BID**

**N.O.W:- PROCUREMENT OF PPC CEMENT AT CENTRAL STORE, SDMC FOR THE YEAR 2019-20 .**

*The tenderer/bidder shall quote Rate (both in words & figure) for Item as shown in the BOQ*

NIT No. EE(Store)/SDMC /TC/2019-20/01

dated: 27/08/2019

S.No	Item	Qty.	Unit	Quoted Rate (Rs.)		Quoted Amount (Rs)	
				To be quoted by Bidder in figure	To be quoted by Bidder in words	To be quoted by contractor in figure	To be quoted by contractor in words
1.	Procurement of PPC Cement at Central Store, SDMC for the year 2019-20	15000 (750MT)	Bag				

1. The quoted Rates are inclusive of all Statutory Taxes/GST, Service Tax, Levies, Octroi, Royalty etc. and it also includes any other legal/tax liabilities which may be in force at present or may arise in future etc. Nothing will be extra paid by the SDMC in addition to the above quoted bid amount. If deduction at source is mandatory on account of any statutory tax such as Income Tax, Levy, Cess, Fee etc., the same will be deducted from the bill amount of the Successful Bidder by the payment authority under the SDMC.
2. The quoted price is inclusive of loading, unloading and transportation to Central Store, Khayala, Raghbir Nagar, New Delhi.
3. Supply of 15000 bags (750 MT) of PPC Cement shall be made at Central Store Khyala, Opposite Blind School, B-Block, Raghbir Nagar ,New Delhi -110027)
4. Conditional Tender/Bid is summarily rejected.
5. Tenderer/Bidder shall paste a Transparent Cello tape on his quoted Rates & amount.
6. In case of any ambiguity in the quoted rate & quoted amount due to any clerical mistake, the quoted rate of the bidder will be considered /final.

**Seal & Signature of the Authorized Signatory  
on behalf of Tenderer/Bidder**

  
Executive Engineer  
(Store) SDMC