

## **NOTICE INVITING TENDER**

**Name of Work: - Development of water harvesting park with sitting facilities at Hedgewar park, Mandawali Village in ward No. 09E Shah. South Zone, EDMC**

DATE AND TIME OF ISSUE OF NIT	28.10.2021
LAST DATE AND TIME DOWNLOAD OF TENDER DOCUMENT	11.11.2021 upto 3.00 PM
PRE BID MEETING	08.11.2021 at 3.00 PM
DATE AND TIME OF CLOSE FOR BIDDING	11.11.2021 at 3.00 PM
DATE AND TIME OF OPENING OF TECHNICAL BID	12.11.2021 at 4.00 PM
<b>EARNEST MONEY DEPOSIT</b>	<b>Rs.1,21,000/- (Rupees one Lac and Twenty one Thousand) in the form of crossed Demand Draft / Pay Order/ Bank Guarantee in favour of Commissioner, E.D.M.C., payable at New Delhi</b>
<b>Cost of Tender Document (NON-REFUNDABLE)</b>	<b>Rs.500/- (Rupees One thousand only)</b>

**Dy. Director (Hort.)/HQ**

# Section-1

## NOTICE INVITING TENDER

FOR ONLINE TENDERING TIME TABLE PLEASE REFER Online Item Rate Tenders are invited under two bid system(Technical & Financial) from Registered contractor/Agency on CPPP and must be registered in any govt./semi govt./state and autonomous bodies in that category and work for "Development of water Harvesting park with sitting facilities at Hedgewar park, Mandawali Village in ward No. 09E Shah. South Zone, EDMC Contracor/agency/Joint Ventures Firms of Indian Manufacturer/ their authorized dealer/distributors of gazebo and RCC benches (Civil works) etc. are also allowed to participate in the Tender. The tenders will be received as per time table and Technical Bids will be opened at..... on [http:// etenders.gov.in](http://etenders.gov.in) The contractors shall submit an undertaking that the firm has not been blacklisted/Debarred /Banned anywhere in India by any Government department/Government Undertaking. The tender documents will be downloaded by the contractors / bidders from the website <http://etenders.gov.in>.

Tender will be received as per time table and will be opened on website [http:// etenders.gov.in](http://etenders.gov.in) by EDMC E-Tendering Project Champion. The registered contractors on CPP Portal are eligible to tender, subject to technically qualified as per tender document, for the amount they have registered in their respective category subject to the conditions that they are neither black-listed nor debarred/banned at the time of purchase of tenders. Non-registered / New tenderer in EDMC may get themselves registered for online tendering for this tender. For any 24X7 help Online tender contact on **120-4001002, 0120-4001005, 0120-6277787** mail to : **Technical - support-eproc(at)nic(dot)in**

Bidding Documents can be downloaded from the website- <https://etenders.gov.in/eprocure/app>

A single stage, two-bid system (Technical & Financial Bid) will be followed for selection of a suitable contractor for this work. All interested firms that qualify each of the following eligibility criteria may apply. Based on the Technical compliance of each proposal as submitted by the Applicant, EDMC shall shortlist bidders for opening of financial proposal. Financial proposal of the firm/s that qualify the said eligibility criteria shall be opened. The firm having the lowest financial bid will be considered for award of work.

Estimated Rate Amount=**Rs.60,47,286/-**

**MANDATORY FINANCIAL TURNOVER** Average annual financial turnover on works should be at least **Rs. 31.00 Lac** during the immediate last three consecutive financial years ( 2017-18, 2018-19 and 2019-20).

**MANDATORY SOLVENCY CERTIFICATE:** Bidders will submit original Solvency certificate for a minimum amount equal to 40% of the estimate cost more from a Nationalised/Scheduled bank in India. Solvency Certificate in original must be submitted along-with Technical Bid Documents. (Photocopy of the solvency certificate shall not be entertained).

**MANDATORY EXPERIENCE IN SIMILAR WORK:** Bidder should have experience of successfully executing similar nature of work/s costing above 40% (minimum three works)

OR

60% (minimum two works)

OR

80% (minimum one work)

**AND** One completed work of any nature costing not less than the amount equal to 80% with some Central Government Department/ State Government Department/ Central Autonomous Body/Central Public Sector undertaking/State Public Sector Undertaking/ City Development Authority/ Municipal Corporation of City formed under any act by Central/State Government and published in Central/State Gazette. Completed Similar work means the work of Development of park, Harvesting and construction of hut/RCC benches etc.

### **PERFORMANCE SECURITY**

The successful L-1 contractor / bidder shall submit Performance security equal to an amount of 5% of contractual amount in the form of Bank Draft / Pay Order / Bank Guarantee / FDR in favour of Commissioner, EDMC payable at New Delhi. The said performance security shall be deposited within 15 days of issue of Letter of Intent /Acceptance from EDMC.

The quoted rates will hold good for 06 months. The date & time of different activities of tendering process may be checked on the EDMC website <https://etenders.gov.in/eprocure/app> from time to time. In case of holiday / holiday declared on the scheduled dates of closing/opening the same will be done on the next working day.

The works/Supply will be issued for a period of 02 months. Letter of Award will be issued for works Development of water Harvesting park with sitting facilities at Hedgewar park, Mandawali Village in ward No. 09E Shah. South Zone, EDMC

**Tender cost of Rs. 500/- (Non refundable)** shall be made by way of Demand Draft/Bankers Cheque/ Pay order ONLY. The bid security (**EMD**) is **Rs. 1,21,000/-** (Rupees one lac and twenty one Thousand) shall be paid by way of Demand Draft/Bankers Cheque/ Pay order/Bank Guarantee only.

The payments of Tender Cost and Earnest Money should be drawn in favour of Commissioner, EDMC payable at New Delhi and may be submitted along with Technical Bids and will be received in online of upto 1500 hours on 11.11.2021 and pre bid meeting will be held at 3.00 PM on 08.11.2021 at same venue.

Submission of a tender by a bidder 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 other factors having a bearing on the execution of the work.

The competent authority on behalf of the EDMC does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed conditions is not fulfilled or any condition or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.

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.

E.D.M.C. may disqualify any Applicant/Bidder without notice who submits an incomplete/non-eligible/invalid bid. EDMC reserves the right, without any obligation or liability, to accept or reject any or all the proposals at any stage of the process, to cancel or modify the process or any part thereof or to vary any of the terms and conditions at any time, without assigning any reason whatsoever.

All interested participants/Bidders/stake-holders are requested to visit/follow the EDMC website <https://etenders.gov.in/eprocure/app> for regular update and details thereof. Detailed terms and conditions may be obtained from the undersigned. Tenders are also available on the following websites for entire validity period.

**Dy. Director (Hort.)/HQ**

## SECTION-2

### **2. GENERAL INFORMATION REGARDING PROJECT**

**NAME OF WORK :** Development of water Harvesting park with sitting facilities at Hedgewar park, Mandawali Village in ward No. 09E Shah. South Zone, EDMC

Dr. Hedgewar Park exist in Mandawali ward No. 09E in East Delhi Municipal Corporation. At present the department is maintaining these parks by way of developing lawns, planting trees and shrubs, benches, dustbins and garden huts. Many requisitions are being received from the area Councilors', Hon'ble Mayor and Standing Committee Chairman of EDMC for using their discretionary funds for providing Children Play Equipments and development of park etc.

This document outlines the overall scope of Contractor Services, sets out the basic requirements for the proposal document and provides the evaluation criteria to be used as the basis for awarding the work/assignment. The objectives of the TENDER /Tender document are to evaluate the Proponent's experience, technical expertise, project methodology, schedule and fees to provide the services for this assignment.

This Tender Document (TD) contains brief information about the Project, Qualification Requirements and the Selection process for the successful applicant. The purpose of this Tender document is to provide information to assist the formation of bid application. The information contained in this Tender document or subsequently provided to interested parties, in writing by or on behalf of East Delhi Municipal Corporation (EDMC) is provided to Applicant(s) on the terms and conditions set out in this Tender document and any other terms and conditions subject to which such information is provided. Certain Applicants may have a better knowledge of the proposed Project than others. Each Applicants should conduct its own investigations and analysis and should check the Accuracy, reliability and completeness of the information in this Tender document and obtain independent advice from appropriate sources. EDMC, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy; reliability or completeness of the Tender document and information provided is only to the best of the knowledge of EDMC. Intimation of discrepancies in the TENDER /TD, if any, should be given to the office of the EDMC immediately by the Applicants. If EDMC receives no written communication, it shall be deemed that the Applicant/s is/are satisfied with the TENDER /Tender Document and the document is complete in all respects. This Tender document is not an agreement and is not an offer or invitation by EDMC to any other party. The terms on which the project is to be developed and the right of the successful applicant shall be as set out in separate agreements contained herein.

The project is to be implemented at Dr. Hedgewar Park, Mandawali ward no. 09E under the jurisdiction of East Delhi Municipal Corporation.

## SECTION-3

### **3. SELECTION PROCESS**

A single stage, two-bid system process (Technical & Financial Bid) will be followed for selection of suitable contractors for Development of water Harvesting park with sitting facilities at Hedgewar park, Mandawali Village in ward No. 09E Shah. South Zone, EDMC through its Horticulture Department. All interested firms that qualify each of the eligibility criteria may apply. Based on the Technical compliance of each proposal as submitted by the Applicant, EDMC shall shortlist bidders for opening of financial proposal. Financial proposal of the firm/s that qualify the said eligibility criteria shall be opened. The firm(s) having the lowest Financial Bid will be considered for award of work for above said works for a period of 12 Months.

#### **3.1 ELIGIBILITY CRITERIA FOR TECHNICAL COMPLIANCE OF THE APPLICANT**

**To be eligible for evaluation of its proposal, the applicants shall also have to fulfil the following conditions.**

**3.1.1** Indian Contractors/agency or his authorised distributor registered on CPP Portal conforming to relevant national/international standards would be eligible. The Tenderer /Bidder shall submit Valid Registration of Manufacturing Unit/Plant located in India with certificate/s issued by Government Agency clearly mentioning about the product. The Bidder shall submit Valid Registration Certificate since more than one year old of manufacturing unit/plant License with production capacity located in India.

**3.1.2** The Tenderer/Bidder should have adequate post installation localized service facilities/ centres in Delhi. In the case of being a new firm, the Tenderer/Bidder will have to submit a written commitment to establish adequate localized service facilities/centres in Delhi.

**3.2** The Tenderer/Bidder should have valid GST, PAN, EPF/ESIC(if applicable) registration certificate,

#### **3.3 RELEVANT EXPERIENCE**

Minimum Experience of having successfully completed works during the last 5 years ending previous day of last date of submission of tender.

Three similar completed works costing not less than the amount equal to 40%  
Or

Two similar completed works costing not less than the amount equal to 60%

Or One similar completed work of aggregate cost not less than the amount equal to 80%  
Lac

AND

One completed work of any nature (either part of (a) or a separate one) costing not less than the amount equal to Rs.40.00 Lac with some Central Government Department/State Government Department/ Central Autonomous Body/Central Public Sector undertaking/State Public Sector Undertaking/City Development Authority/Municipal Corporation of City formed under any act by Central/State Government and published in Central/State Gazette.

**Completed Similar work means the work of Development of park, Harvesting and construction of hut/RCC benches etc.**

**THE EXPERIENCE/PERFORMANCE OF WORKS EXECUTED BE SUBMITTED IN THE PRESCRIBED FORMAT ON THE OFFICIAL STATIONERY/LETTER HEAD OF THE DEPARTMENT/ COMPANY/ AGENCY, WITH SEAL/STAMP FOR WHICH THE WORK HAS BEEN EXECUTED. THE CERTIFICATE SHALL BE ISSUED FROM THE OFFICER NOT BELOW**

**THE RANK OF EXECUTIVE ENGINEER / PROJECT MANAGER OR EQUIVALENT OR WORK ORDER ISSUING AUTHORITY along with BOQ ( Schedule of items)**

- 3.4 FINANCIAL CAPABILITY** Tenderer/Bidder should have adequate financial capacity to meet the financial obligations pursuant to scope of works. Minimum Average annual financial turnover on work should be at least Rs. 31.00 Lac during the immediate last 3 consecutive financial years (2017-18,18-19 and 19-20). Audited report/audited balance sheet for the preceding three (3) financial years should be submitted along-with a summarized sheet verified by a registered CA. If any case any bidder The bidder should not have incurred any loss in more than two years during last five consecutive balance sheets, duly certified and audited by the Chartered Accountant.
- 3.5 SOLVENCY CERTIFICATE:** Bidders will submit fresh/latest Solvency certificate for a minimum amount equal to 40% of the estimate cost from a Indian Nationalised/Scheduled bank.

**NOTE: IF ANY BIDDER DOES NOT FULFILL THE MINIMUM ELIGIBILITY REQUIREMENT ITS BID LIABLE TO BE REJECTED.**

**3.6 IF BIDDER IS A JOINT VENTURE:**

- 3.6.1** Separate identity/name shall be given to the Joint Venture firm.
- 3.6.2** Joint Ventures (JV) of Indian Manufacturer along-with their dealer/distributors are allowed to participate in the TENDER In case of the bidder is a consortium/Joint Venture firm.
- 3.6.3** There is restriction on number of members to a maximum of three in the Joint Venture Firm.
- 3.6.4** The principal manufacturer of the equipments should be Indian Manufacturer only and should have valid manufacturing license for Children Play Equipments, STP, sport facility, garden hut ( gazebo), R.C.C. benches etc.
- 3.6.5** In case of Joint Venture firm, The Technical bid should contain the information for each member ( maximum 3 firms) of the consortium/joint venture firm.
- 3.6.6** In case of Joint Venture firm, Members of the consortium/Joint Venture Firm shall nominate one member as the lead member (the "Lead Member") and shall be supported by Power of Attorney, signed by all the other members of the consortium/Joint Venture Firm. It should also include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations.
- 3.6.7** In case of Joint Venture firm, the **Lead Member** and other maximum two members of J.V. would be required to commit to hold a minimum equity stake at least 51% and at least 20% respectively of equity capital in the consortium/joint venture in the project at all times till finalisation of contract and warranty period of equipment. The lead member along-with the associate member(s) should satisfy the proposed Eligibility Criteria..
- 3.6.8** A copy of Memorandum of Understanding (MOU) executed by the Joint Venture members shall be submitted by the Joint Venture firm along-with the tender. The complete details of the members of the Joint venture firm, their share and responsibility in the Joint Venture firm etc. particularly with reference to financial technical and other obligations shall be furnished in the MOU.
- 3.6.9** If the bidder is a Joint Venture firm, no change in constitution of Joint Venture Firm/consortium shall be allowed at any stage and undertaking in this regard be also submitted along with Technical Bidding Document.
- 3.6.10** Once the TENDER /Tender is submitted the MOU shall not be modified/altered/terminated during the validity of the tender. In case the Bidder fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited. In case of successful bidder, the validity of this MOU shall be extended till the currency of the contract expires.
- 3.6.11** Approval for change of constitution of JV firm shall be at the sole discretion of E.D.M.C. The constitution of JV firm shall not be allowed to be modified after submission of the tender bid by the JV firm except when modification becomes inevitable due to succession laws etc. and in case the minimum eligibility criteria should not get vitiated. In any case the Lead Member should continue to be the Lead Member of the JV firm. Failure to observe this requirement would render the offer invalid.

- 3.6.12** Similarly, after the contract is awarded, the constitution of JV firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- 3.6.13** In case of Joint Venture firm, the joint venture firms are allowed to submit their experience/turnover/solvency etc. for eligibility requirements individually or jointly.
- 3.6.14** A member of Joint Venture shall not be permitted to participate either in individual capacity or as a member of another Joint Venture Firm in the same tender.
- 3.6.15** The joint venture firm/s participating in the tendering can submit their bids in one joint venture only. Participation of bidding more than once individually or in group of Joint Venture/s will not be allowed.
- 3.6.16** The Tender Form shall be purchased and submitted only in the name of the Joint Venture firm and not in the name of any constituent member.
- 3.6.17** E.M.D. shall be submitted only in the name of the Joint Venture (JV) and not in the name of the constituent member.
- 3.6.18** On finalisation of award of contract to a JV firm a single Work Order Security/Performance Security shall be required to be submitted by the JV firm as per T.D. conditions before issuance of Work Order. The said Performance Security/Performance Guarantee shall be accepted only in the name of JV firm and no splitting of Guarantees/Securities amongst the members of the JV firm shall be permitted. In case the tenderer/bidder fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV.
- 3.6.19** On issue of Letter of Award, an agreement (S.P.V.) among the members of the JV firm (to whom the work has been awarded) has to be executed and got registered before the registrar of the Companies under Companies Act, or before the Registrar/Sub-Registrar under the Registration Act, 1908. This agreement shall be submitted by the JV Firm to the E.D.M.C. before signing the contract agreement for the work. This agreement format (S.P.V.) shall invariably be part of the tender condition. In case the tenderer/ bidder fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) and Work Order Security/Performance Security shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This Joint Venture agreement shall have, inter-alia, following clauses:
- 3.6.19.1** **JOINT AND SEVERAL LIABILITY** - The Members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the EDMC for execution of the project in accordance with this TENDER . The JV members shall also be liable jointly and severally for the loss, damages caused to the EDMC during the course of execution of the contract or part thereof.
- 3.6.19.2** **DURATION OF THE JOINT VENTURE AGREEMENT** –It shall be valid during the entire currency of the contract including the period of extension if any and the maintenance period after the work is completed.
- 3.6.19.3** **GOVERNING LAWS** – The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
- 3.6.20** **AUTHORISED MEMBER** -Joint Venture members shall authorize one of the members on behalf of the Joint Venture firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of the work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV firm.
- 3.6.21** No members of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the EDMC in respect of the said tender/contract.
- 3.6.22** Documents to be enclosed by the JV firm along-with the tender:
- 3.6.22.1** In case one or more of the members of the JV firm is/are partnership firm(s), following documents shall be submitted:
- (a) Notary certified copy of the Partnership Deed.

- (b) Consent of all the partners to enter into the Joint venture agreement on a stamp paper of appropriate value (in original).
- (c) Power of attorney (duly registered as per prevailing law) in favour of one of the partners to sign the MOU and JV agreement on behalf of the partners and create liability against the firm.

**3.6.22.2** In case one or more members is/are Proprietary Firm or HUF the following documents shall be enclosed.

Affidavit or Stamp Paper of appropriate value declaring that his concern is a Proprietary Concern and he is sole proprietor of the Concern or he is in position of "KARTA" of Hindu Undivided Family and he has the authority, power and consent given by other partners to act on behalf on HUF.

**3.6.22.3** In case one or more members is/are limited companies the following documents shall be submitted:

- (a) Notary certified copy of resolution of the Directors of the Company, permitting the company to enter into a JV agreement, authorising MD or one of the Directors or Managers of the company to sign MOU, JV agreement, such other documents required to be signed on behalf of the company and enter into liability against the company and/or do any other act on behalf of the company.
- (b) Copy of Memorandum and articles of Association of the company.
- (c) Power of Attorney (duly registered as per prevailing law) by the company authorizing the person to do/act mentioned in the Para (a) above.

**3.6.22.4** All the members of the JV shall certify that they have not been Black-listed/Debarred/Banned by EDMC or any other Organisation / Ministry / Department of the Govt. of India/State Government / Public Sector Undertakings from participation in tenders/contract/business in the past either in their individual capacity or the JV firm or partnership firm in which they were members/partners.

**3.7** Submit Undertaking by the bidder that he/she/they has/have not been banned/debarred/black listed by EDMC or any other organization of State/Central Government /undertaking/ Department.

**3.8** If the bidder is a dealer or distributor, he/she/they will submit Authorised dealership/ distributorship Certificate from the Original Manufacturer.

**3.09** If the bidder is a dealer or distributor, he/she/they will submit Authorisation letter from the original Manufacturer for quoting the products in this tender.



# SECTION-4

## GENERAL INFORMATION

### **4. TENDER DOCUMENT DETAIL**

#### **4.1 CONTENT OF TENDER DOCUMENT**

The Tender contains procedure and contract terms are prescribed in the TENDER Documents. In addition to the TENDER Notice the Bidding documents include Covering Letter, TENDER Form General Particulars of TENDER, Experience –work/projects of Development of water Harvesting park with sitting facilities. Declaration by the Bidder, Instruction to Bidder, General Condition of Contract, Scope of Work & Technical specifications, Details of Warranty, Technical Bid, Financial Bid

4.1.1 The Bidder is expected to examine all instructions, forms, terms and specifications as mentioned in the TENDER document. Failure to furnish all information required by the TENDER documents or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and is likely to result in out-right rejection of the Tender.

#### **4.2 INFORMATION REQUIRED WITH THE PROPOSAL**

4.2.1 The Bidder may also provide information with the TENDER in the form of separate sheets, drawings, catalogues etc.

4.2.2 Any TENDER not containing sufficient descriptive material to describe the equipment proposed may be treated as incomplete and hence may be rejected. Such descriptive materials and drawings submitted by the Bidder shall be retained by the EDMC. Any departure from these drawing and descriptive material submitted shall not be permitted during the execution of contract without specific written permission of the EDMC.

#### **4.2.3 LOCAL CONDITIONS**

It shall be imperative on each bidder to fully inform him of all local conditions and factors, which may have any effect on the performance of the works covered under these documents and specifications. EDMC shall not entertain any request for clarifications from the Bidder, regarding such local conditions.

#### **4.3 CLARIFICATION OF TENDERDOCUMENTS**

4.3.1. A prospective Bidder requiring any clarification of the TENDER Documents may contact EDMC in writing at the EDMC's office address indicated in the Invitation for Tender.

4.3.2 Verbal clarifications and information's given by the EDMC or its employees or its representatives shall not be in any way entertained.

4.3.3 All the bidders are requested to be in touch with office of DDH/Shah. South Zone/EDMC. All interested participants/Bidders/stake-holders are requested to visit/follow the CPPP website <https://mcdonline.nic.in> and <https://etenders.gov.in/eprocure/app> for regular update and details thereof.

#### **4.4. AMENDMENT OF TENDER DOCUMENTS**

4.4.1 At any time prior to the submission of the TENDER or prior to the opening of the Technical/Financial bid the EDMC may, for any reason, whether at its own initiative or in response to a clarification requested by the Bidder, modify the TENDER documents by amendments.

4.4.2 The amendment will be notified in writing or through website or by mail to all prospective Bidders, which have received/downloaded the TENDER documents and will be binding on them. EDMC will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise. All the bidders are requested to be in touch with office of Dy. Director (Horticulture) /Shah. South Zone /EDMC and EDMC website <https://mcdonline.nic.in> and <https://etenders.gov.in/eprocure/app>.

## SECTION-5

### 5. PREPARATION OF BID/TENDER DOCUMENT

#### 5.1 LANGUAGE OF BID AND MEASURE

5.1.1 The TENDER prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and EDMC shall be written in the English provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purpose of interpretation units of measurement shall be MKS system. The Proposal and all related correspondence and documents shall be written in English language. The currency for the purpose of the proposal shall be the Indian National Rupee.

#### 5.2 DOCUMENT COMPRISING THE BID

- 5.2.1 The TENDER prepared by the Bidder shall comprise the following components.
- Covering letter with Technical Bid Documents as provided/required as per TENDER.
  - Documentary evidence establishing that the bidder is eligible to TENDER and is qualified to perform the contract if its TENDER is accepted.
  - Tender Cost & Earnest money furnished in accordance with the TENDER requirements.
  - Authorization letter/Power of Attorney in favour of the person representing his firm, that he is authorized to discuss with specific mention of this tender.

#### 5.3 BID PRICE

5.3.1 The Bidder shall indicate prices on the appropriate financial bid schedule online at [www.etender.gov.in](http://www.etender.gov.in).

#### 5.3.2 DUTIES AND TAXES

The price quoted should include all taxes including GST and duties applicable, if any. A Bidder shall be entirely responsible for all taxes, duties, license fees, etc. All taxes payable as per Government rules of Income tax/VAT/Service tax norms will be payable by the Bidder. If any new tax/duty is levied during the contract period the same will be borne by the firm/Bidder exclusively. TDS will be deducted from the payment of the Bidder as per the prevalent laws and rules of Government of India and Government of NCT of Delhi in this regard. The amount of taxes subject to TDS shall be shown clearly by the firm in the bills.

#### 5.4 BID CURRENCIES

5.4.1 Prices shall be quoted in Indian Rupees (INR) only.

#### 5.5 BID SECURITY (Earnest Money)

5.5.1 The bidder shall furnish, as part of its bid, bid security (earnest Money) for Rs.2,10,000/- (Rupees Two lacs and Ten Thousand only) along-with Technical Bid as mentioned in the TENDER document in the form of a bank draft /pay order/Bank Guarantee within issued in favour of COMMISSIONER, EDMC payable at New Delhi.

5.5.2 Any bid without earnest money or if not in accordance with TENDER will be rejected by the EDMC as nonresponsive.

5.5.3 No Interest shall be payable on the amount of earnest money deposit. The earnest money of successful tenders (L1) may be converted into Performance Security ( 5%) and shall be released after the expiry of the agreement / Warranty period of Equipments supplied, which-ever is later.

5.5.4 **The TENDER Bid Security (Earnest Money) may be forfeited:**

- If a Bidder withdraws its TENDER/ BID during the period of validity.
- If the bidder fails to deposit the performance security within specified time.
- If the successful Bidder fails to sign the contract within stipulated period.
- If the Bidder fails to execute the work of Development of water Harvesting park with sitting facilities at Hedgewar park, Mandawali Village in ward No. 09E Shah. South Zone, EDMC per the agreement.
- If the bidder transfers to others/ impairs/ tampers with the bid in any respect.

## **5.6 PERFORMANCE SECURITY**

- 5.6.1 The successful Bidders, who will execute the agreement with EDMC for the above said work shall have to deposit a performance security amount equivalent to 5% of total contractual amount within **15 (fifteen) days** from the date of issue of Letter of Intent/Acceptance. Failing which the Earnest Money Deposited with the TENDER /TD may be forfeited and his bid will be held void. In case of Non deposit of Performance Security by the bidder he/she/they may be blacklisted in EDMC for further business.
- 5.6.2 The performance security deposit may be deposited in the form of Bank Guarantee/Bank draft/Pay order/F.D.R. of a Nationalized /Scheduled Indian Bank, having a branch in New Delhi and should be issued in favour of Commissioner, EDMC payable at New Delhi.
- 5.6.3 As the work will be got performed/executed after issuance of separate Supply/Work orders, 10% Security will be deducted from the running bills payable to the contractor against work/supply orders. This Security may be released to the contractor on successful completion of the work at the prescribed site with one year On-site Warranty of equipments.
- 5.6.4 After satisfactory completion of all the work/Supply orders, the 5% Performance Security deposited by bidder, shall be released to the contractor/bidder.
- 5.6.5 To ensure due performance of contract which should remain valid for 60 days beyond the date of completion of all contractual obligations including warranty obligations.
- 5.6.6 If the performance security is deposited in the form of Bank Guarantee/F.D.R. it should be valid for a minimum period of Twenty-seven (27) Months.

## **5.7 PERIOD OF VALIDITY OF TENDER**

- 5.7.1 Validity of the offer should be minimum Six months from the date of opening of the financial bid of the tenders. Without this validity the tenders will be rejected. The validity of offer must also be mentioned on the envelope.
- 5.7.2 In exceptional circumstances; the EDMC will solicit the Bidder's consent to an extension of the period of validity. The request and the response there of shall be made in writing. The contract performance security shall also be suitably extended.

## **5.8 FORMAT AND SIGNING OF TENDER**

- 5.8.1 The Technical bid must contain the name, residence and places of business of the persons making the tender. All the documents submitted along-with TENDER must be signed and sealed by the Bidder with his usual signature. The name and designations of all persons signing should be typed or printed or stamped below the signature.
- 5.8.2 TENDER by corporation/ company must be signed with the legal name of the corporation/ company by the President or Managing director or by the 'Secretary' or Agent' or other designation. Without disclosing his Principal the TENDER may be rejected.
- 5.8.3 The original copy of the TENDER shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bid and bidder to the contract. The letter of authorization shall be submitted along with power-of-attorney, if any. All the pages of the bid shall be initialed by the person or persons signing the tender.
- 5.8.4 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder in which case such corrections shall be initialed by the person or persons signing the tender.

## **5.9 REFUND OF EARNEST MONEY / BID SECURITY**

- 5.9.1 EDMC shall return Bid Security/Earnest Money received from the bidders who are not qualified in stage-I of the evaluation, within 30 (Thirty) days of opening of the Technical bid. This Bid Security (EMD) of Non-qualified bidders received in the form of D.D./Pay Order/Bankers Cheque/Bank Guarantee shall be returned within 60 days of opening of Technical Bid.
- 5.9.2 Bid security/Earnest Money received from all the short listed bidders after Stage-II of evaluation may be retained by EDMC for a period of 180 (One hundred eighty) days from the date of opening of financial bid. The Earnest money will be refunded to unsuccessful bidders without payment of any interest on the request of the bidder after issue of Letter of Award/Work Order to successful bidder/s.
- 5.9.3 Bid security/Earnest Money in respect of **L-1** bidders/successful bidders may be refunded after successfully depositing the performance security amount equivalent to 5% of total contractual amount Value without payment of any interest OR The earnest money of successful bidder (L1) may be converted into Performance Security and shall be released after the expiry of the agreement / Warranty period of Equipments supplied, whichever is later.

## SECTION-6

### 6 SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

#### 6.1 SCOPE OF WORK

This work will be done in Dr. Hedgewar Park, Mandawali in ward no. 09E under Head of Account XL-VIII-V (MPLAD fund). The fund for this project provided by Sh. Gautam Gambhir, Hon'ble MP (East Delhi) under MPLAD Fund. Water harvesting park will be developed for increase water level. The source of water is rain water for this project. Park will developed for other local residents. R.C.C. benches, Garden Hut are also constructed in park for use of old age person and other local residents.

#### TECHNICAL SPECIFICATION

#### 6.2

To insure for all above requirements Bidder are requested to submit test reports of raw material being used to manufacture the Children Play Equipments along with drawings & Catalogue.

**Name of Work:** Development of water Harvesting park with sitting facilities at Hedgewar park, Mandawali Village in ward No. 09E Shah. South Zone, EDMC

#### (1) :- Development of Water Harvesting park:-

S. No	Particulars	Qty.
1	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge.2.6.1 All kinds of soil	9095.1 cum
2	Extra for every additional lift of 1.5 m or part thereof in excavation /banking excavated or stacked materials.2.26.1 All kinds of soil	6262.20 cum
3	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead upto 50 m and lift upto 1.5 m.	250 cum
4	Providing and fixing G.I. chain link fabric fencing of required width in mesh size 50x50 mm including strengthening with 2 mm dia wire ornuts, bolts and washers as required complete as per the direction of Engineer-in-charge.16.70.1 Made of G.I. wire of dia 4 mm sqm 797.2016.70.2 Made of G.I. wire of dia. 4 mm, PVC coated to achieve outer dia not less than 5 mm in required colour and shade	588 Sqm.

#### (2): Development of sitting arrangement through Construction of Gazebos (Garden Huts) and providing RCC Benches at Mandawali Park

### B). Construction of Gazebos (Garden Huts)

S. No.	Item	Qty
1	Earth work in excavation of park within a lead of 50 m. All kind of soil	1.08 pcum
2	Supply of MS Pipe of 150 mm rod and 10 ft height of column	660 Kg.
3	Supply of MS plate of 6mm thickness and 9"x9" size for closing pipe at one end of 150 mm	24 Kg.
4	Welding of ms plate of 6 mm thickness to one end of 150 mm	220.64 pcm
5	Providing and laying 75 mm thick compacted bed of dry brick..... in charge.	21.18 psqm
6	Provision and laying in position cement concrete .....1:4:8 .....40mm nominal size.	2.1 cum
7	Provision and laying in position cement concrete....1:2:4 ....20mm nominal size	1.08 cum
8	Steel work in built up tubular (hot finished) welded type ..... Washer etc. complete	680 kg
9	Providing and fixing of roofing sheet in kavelu design of 3mm.... of LLDPE in brown color.	32 Each
10	Art work on column including architectural design, moldings, arches, shapes..... Aesthetic elements.	12.00 Each
11	Providing Sculpture like Man, woman, figures animal musical instruments, any elements or design representing cultures or tradition.	6 Each
12	Art Work on Sitting arrangement/benches by making architectural design, moldings shapes.....aesthetic elements.	22.5 pmtr.
13	Art work on slab molding /arches by giving shapes.....painting coats	36 pmtr.

### C). Providing & Fixing of RCC Bench

S. No.	Item	Qty
1	<p><b>Providing and fixing of RCC Benches, the Specification as under:-</b></p> <ol style="list-style-type: none"> <li>1. <b>Description:</b> This item shall govern the provision of supply, erecting and installation of precast concrete reinforced benches with back rest.</li> <li>2. <b>General Requirement:</b> The precast concrete reinforced benches shall be manufactured in accordance with the design requirements and details shown in the plan, and in conformity with the requirement of this specification and item no. 172020 of USSOR.</li> <li>3. <b>Materials and Construction Methods:</b> The material and construction of precast concrete reinforced benches will be as follows:               <ol style="list-style-type: none"> <li>(i) <b>Concrete Mix Design:</b> The benches shall be cast using M-30 grade concrete mix in accordance with IS:10269: 2009 (with latest amendment) in gray cement by using vibro- compaction technique and with reinforcement as detailed in this specification. The manufacturer</li> </ol> </li> </ol>	40 Nos.

	<p>shall be responsible to design a mix which achieves both the strength and the surface finish required for the installation and application. Compressive strength shall be not less than 30 MPa at 28 days.</p> <p>(ii) <b>Reinforcement Steel:</b> TMT reinforcement bars conforming to IS: 1786:2008 of dia 10mm shall be used as main reinforcement bar and 4mm dia mild steel bars shall be used as stirrups as per reinforcement diagram.</p> <p>(iii) <b>Connections:</b> 12mm dia x 65mm long galvanized steel CSK (Countersunk) bolts with EVA (Ethylene Vinyl Acetate) washer for connecting seating plank with leg and half threaded carriage bolts &amp; nuts with EVA &amp; steel washers of size 165mm length x8mm dia for connecting back rest plank with leg. Threaded steel fastener shall confirm to IS: 1367 with latest amendments.</p> <p>(iv) <b>Paint :</b> Red color acrylic based paint (Other color may be used, if decided by Engineer-in-charge) conforming to IS: 15489 should be used.</p> <p><b>4. Detail of member of precast concrete reinforced bench:</b></p> <p>i. <b>RCC Base Supports:</b> Two number of legs manufactured using M-30 grade grey cement concrete of back height 1000mm, front height 400mm, bottom width 620mm with 100mm thickness. Each leg shall be reinforced with 4 nos. of 10mm dia TMT bars distributed uniformly along the section and periphery of the legs and tied with 4mm dia mild steel stirrups as per detailed given in drawing Each leg will have 3 nos. 12mm dia 65mm length galvanized coupling nuts, welded suitably to the main reinforcement at appropriate location on the seating to receive concrete planks on the legs and 3 holes to receive carriage bolts for fixing back rest planks.</p> <p>ii. <b>Planks:</b> Five RCC planks of size 1500mm x 100mmx50mm shall be cast using M-30 Grade grey cement mixed with 3% red pigment (other color may be used, if decided by Engineer) and each plank reinforced with 2nos.10mm dia TMT bars along the length and 10 Nos. 4mm dia mild steel bars along the width and having 2 holes of 14mm dia at appropriate location to receive 12mm dia galvanized bolts for fixing these planks on the legs. One RCC plank.</p> <p>iii. <b>Installation of RCC bench:</b> Each seating plank (bottom) of bench will be bolted with the leg with the help of 12 dia x65mm length galvanized steel CSK (Countersunk) bolts with EVA and steel washers of size 165mm length x 8mm dia.</p>	
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(D) -Part-Development of Green area

S. No.	Description	Qty
1.	Trenching in ordinary soil up to depth of 60 cm including Removal and staking of serviceable materials and then disposing of by 50 mtr and making up the trenched area to proper levels by filling with earth or earth mixed with sludge or/ and manure before and after flooding trench with water(excluding cost of imported earth, sludge or manure).	1672.77 Cum
2.	Supplying and stacking of good earth at site including royalty and carriage up to 10 km (earth measured in stacks will be reduced by 20% for payment).	588.78 cum
3.	Supplying and stacking of dung Manure at site including royalty and carriage up to 1 km (earth; measured in stacks will be reduced by 8% for payment).	147.19 cum
4.	Supplying and spreading of Yamuna sand at site.	147.19 cum
5.	Carriage of good earth by manual labour including loading/ unloading & stacking for lead) For first 50 mtr.	588.78 cum
6.	Carriage of manure or sludge by manual labour including loading/ unloading & stacking for lead a) For first 50 mtr	147.19 cum

	Carriage of Yamuna Sand by manual labour including loading/ unloading & stacking for lead a) For first 50 mtr	147.19 cum
8.	Rough dressing to the 'trenched area after 10 to 15 days of its flooding with water including breaking clods.	5575.89 sqm
9.	Fine dressing the ground	5575.89 sqm
10.	Spreading of manure and good earth in required thickness (Cost of sludge, dung manure or/and good earth to be paid separately).	883.16 cum
11.	Mixing earth and sludge, dung manure in proportion specified or directed.	883.16 cum
12.	Providing & laying Selection no. 1 grass turf with earth 50mm to 60mm thickness of existing ground prepared with proper level and ramming with required tools wooden and then rolling the surface with light roller make the surface smoothen and light watering the same maintenance for 30 days or more till the grass establish properly, as per direction of officer in charge	5575.89 sqm
13.	P/F Brick edging 7cm wide 11.4 cm deep to plinth protection with common burnt clay F.P.S. (non modular) bricks of class designation 7.5	2296 Mtr.

## **6.3. INDICATIVE DIAGRAMS OF EQUIPMENT**

### **1.RCC BENCH**





## SECTION-7

### 7. SUBMISSION OF TENDER

#### 7.1 SEALING AND MARKING

- 7.1.1 The Tenderer must complete all technical and commercial aspect and should contain requisite certificate, drawings, informative literature etc. as required in the specification.
- 7.1.2 The desired bidders may get themselves registered on EDMC website for online tendering.
- 7.1.3 For any 24X7 help Online tender contact on **120-4001002, 0120-4001005, 0120-6277787** mail to :  
Technical - support-eproc(at)nic(dot)in
- 7.1.4 1. Envelope should contain Tender Cost & Earnest money. 2. Technical Bid Qualifying documents. It should be super scribed with Tender No. Technical bid & 'EMD'. Requisite Tender Cost in the form of Bank Draft/ Pay Order should be attached. Requisite earnest money & Tender Cost in the form of Bank Draft/ Bank Guarantee should be attached. EMD & Tender Cost should be in one envelope and be part of Technical Bid. All the Bank Drafts/Pay Orders/Bank Guarantee should be drawn in favour of Commissioner, EDMC payable at New Delhi.
- 7.1.5 The Bidder should submit price bid online on the EDMC website <https://etenders.gov.in/eprocure/app> Anything in regard of financial condition, payment terms, rebate etc. mentioned in Financial bid may make the Tender invalid. Therefore, it is in the interest of the Bidder not to write anything extra except price.
- 7.1.6 The Correspondence envelope/s shall be addressed to the Deputy Director(Hort.)/Shahdara South Zone EDMC, Delhi-32.

#### 7.2 EXPENSES OF AGREEMENT

A formal agreement should be entered between EDMC and the Bidder for the proper fulfillment of the contract. The expenses of cost of agreement papers along-with completing and stamping of the agreement shall be paid by the Bidder. The agreement shall be valid for 06 calendar months from the date of signing the contract. However the agreement for different Supply/Work orders will be executed separately and all the expenses thereof will be borne by the bidder itself.

#### 7.3 DEADLINE FOR SUBMISSION OF BIDS

Bids must be submitted at the date and time specified in the TENDER documents.

#### 7.4 LATE BIDS

No late bid shall be entertained and no claim regarding late submission shall be entertained in this regard.

#### 7.5 SPIRAL BINDING OF TECHNICAL BIDS

The bidder must submit the Technical bids duly spiral binding of all the documents being submitted. The bid pages should be clearly serial numbered.

## SECTION-8

### 8. EVALUATION CRITERIA

To be eligible for evaluation of its Proposal, the Applicants have to fulfill the following conditions:

#### 8.1 MANDATORY

8.1.1 **INDIAN MANUFACTURER** Indian Manufacturer and its dealers/distributors of Children Play Equipments and STP etc conforming to relevant national/international standards would be eligible. The Tenderer /Bidder shall submit Valid Registration of Manufacturing Unit/Plant located in India with certificate/s issued by Government Agency clearly mentioning of Manufacturer of Children Play Equipments. The Bidder shall submit Valid Registration Certificate since more than one year old of manufacturing unit/plant License with production capacity located in India.

8.1.2 **POST** The Tenderer/Bidder should have adequate post installation localized service facilities/centre in Delhi. In the case of being a new firm, the Tenderer/Bidder will have to submit a written commitment to establish adequate localized service facilities/centre in Delhi.

8.1.3 **Minimum Experience** of having successfully completed works during the last 5 years ending previous day of last date of submission of application.

Three similar completed works costing not less than the amount equal to 40%

OR

Two similar completed works costing not less than the amount equal to 60%

OR

One similar completed work of aggregate cost not less than the amount equal to 80%

**AND** One completed work of any nature costing not less than the amount equal to 80% with some Central Government Department/ State Government Department/ Central Autonomous Body/Central Public Sector undertaking/State Public Sector Undertaking/ City Development Authority/ Municipal Corporation of City formed under any act by Central/State Government and published in Central/State Gazette. Completed Similar work means the work of Development of park, Harvesting and construction of hut/RCC benches etc.

8.1.4 **TURNOVER:** Minimum Average annual financial turnover, duly verified by registered CA, should be at least **Rs. 31.00 Lac** during the immediate last 3 consecutive financial years. Audited report/audited balance sheet for the preceding three (3) financial years should be submitted along-with a summarized sheet verified by a registered CA. The bidder should not have incurred any loss in more than two years during last five consecutive balance sheets, duly certified and audited by the Chartered Accountant.

8.1.5 **SOLVENCY CERTIFICATE:** Bidders will submit fresh/latest Solvency certificate for an amount equal to 40% of the estimate cost from a Indian Nationalized/Scheduled bank.

8.1.6 Valid GST, PAN, EPF/ESIC(if applicable) registration certificate.

8.1.7 Undertaking by the bidder that he/she/they has/have not been banned/debarred/black listed by EDMC or any other organization of State/Central Government /undertaking/ Department.

8.1.8 Bidder shall Sign duly Stamped/sealed on each page of the tender/bidding document submitted.

8.1.9 If the bidder is a dealer or distributor, he/she submit Authorized dealers/ distributors Certificate of the Original Manufacturer.

8.1.10 If the bidder is a dealer or distributor, he/she/they will submit Authorisation letter from the original Manufacturer for quoting the products in this tender.

**NOTE: IF ANY BIDDER DOES NOT FULFILL THE MANDATORY MINIMUM ELIGIBILITY CONDITIONS ITS/THEIR BID/S ARE LIABLE TO BE REJECTED.**

## **8.2. THE FOLLOWING CRITERIA BUT NOT RESTRICTED THERETO, WILL BE USED TO EVALUATE PROPOSALS:**

### **8.2.1 FINANCIAL CAPABILITY (Annual Turnover)**

- (i) Annual Turnover of Rs. 31.00 Lac being minimum eligibility criteria.

### **8.2.2. EXPERIENCE**

- (i) minimum 5 years eligibility criteria

## **8.2.3 QUALITY/SAFETY STANDARDS**

**8.2.3.1 Test report of Cement, Good Earth, mixture of R.CC. regarding Civil work i.e. Gazebo and R.C.C. bench**

### **8.2.3.4 SAFETY STANDARDS**

- (i) I.S.O. Certification (ISO 9001 OR ISO 18001)

### **8.2.3.5 USE OF NON HAZARDOUS MATERIAL**

- (i) Certificate in respect of use of non-hazardous/ in concrete used (above Testing Report in ) from any Govt.or Government designated/ authorized Lab/s

## **8.2.5 PERSONNEL AND ESTABLISHMENT**

- (i) Diploma holder Engineer
- (ii) Supervisor/Forman

## **NOTES:**

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1. Evaluation of Proposals will be done by a Technical Evaluation Committee formed by the EDMC.The Committee shall determine the approach and methodologies for the issues, which may arise during the evaluation exercise and have not been addressed in this Tender Document. The decision of the Committee shall be final and binding on all the Bidders.
2. **Completed Similar work means the work of Development of park, Harvesting and construction of hut/RCC benches etc.**
3. THE VALUE OF EXECUTED WORKS SHALL BE BROUGHT TO CURRENT COSTING LEVEL BY ENHANCING THE ACTUAL VALUE OF WORK AT SIMPLE 7% PER ANNUM; CALCULATED FROM THE DATE OF COMPLETION TO LAST DATE OF RECEIPT OF APPLICATIONS FOR TENDERS.
4. THE EXPERIENCE/PERFORMANCE OF WORKS EXECUTED BE SUBMITTED IN THE ON THE OFFICIAL STATIONERY/LETTER HEAD OF THE DEPARTMENT/ COMPANY/ AGENCY, WITH SEAL/STAMP FOR WHICH THE WORK HAS BEEN EXECUTED. THE CERTIFICATE SHALL BE ISSUED FROM THE OFFICER NOT BELOW THE RANK OF EXECUTIVE ENGINEER / PROJECT MANAGER OR EQUIVALENT OR WORK ORDER ISSUING AUTHORITY. THE COMPLETION CERTIFICATE SHALL CONTAIN THE NECESSARY INFORMATION OF NATURE OF WORK **COMPLETED, COMPLETION TIME, AMOUNT OF WORK EXECUTED BY THE BIDDERS.**

5. If asked by the EDMC, the Bidder/s must submit the sample of product. If any Bidder fail to comply with this within stipulated time then he may be disqualified from tender. If the department feels it is necessary then they should visit manufacturers unit to get satisfy about quality of products as mentioned at 14.29 & 14.30 in General Conditions & Information of Contract of this Tender.
6. The Financial Proposal of the firm/s that qualify the said eligibility criteria shall be opened. The firm having the lowest Financial Bid will be considered for award of work for a period of 2 months.
7. Detail of Plant & Machinery (8.2.4) (Purchase Bill(s)/Installation/certificate of Installation etc., if anyand Personnel & Establishment (8.2.5) Submit documentary proof that they are the employee(s) of the bidder. Appoint Letters/EPFO details/Other related documents. be submitted with Technical Bid for evaluation.
8. Tenderer /Bidder should submit valid test certificates (for 8.2.3.1 & 8.2.3.3) issued by the Government or Government designated / authorized Lab/s accredited to national or international test centres in favour of the Manufacturing firm of Children Play Equipments.

## SECTION-9

### 9. TENDER OPENING AND EVALUATION

#### 9.1 OPENING OF TENDER

The procedure of opening of the TENDER shall be as under:

- 9.1.1 Envelop bearing TENDER specification and subscribed “**Technical bid & EMD**” shall be opened on the date mentioned in the TENDER notice by the committee, constituted by EDMC, in the presence of tenderers/bidders, who choose to be present. First envelope shall contain two separate envelopes of Technical Bid & EMD + Tender Cost.
- 9.1.2 Financial bid shall be opened online after establishing technical suitability of the offer as per schedule provided in the TENDER notice/ details. Second envelope of only those Bidders shall be opened whose first envelope shall be found commercially clear and technically suitable and Qualified by the Technical Evaluation Committee of the EDMC. No manual submission of Financial Bids shall be entertained.
- 9.1.3 The date of opening of financial bid shall be notified after evaluation of technical bids on EDMC website, intimation of this effect shall be sent to Bidders by mail/Speed post/fax etc., if the desired address are available with the Horticulture Department EDMC. It will be in the interest of the Bidder to send their authorized representatives well conversant with the TENDER and competent enough to take decision on technical and financial matter at the time of opening of second envelope. All interested participants/Bidders/stake-holders are requested to visit/follow the E.D.M.C. website [www.etenders.gov.in/](http://www.etenders.gov.in/) East Delhi Municipal Corporation /Tenders/e-tendering portal for regular update and details thereof

#### 9.2 CLARIFICATION OF TENDER

- 9.2.1 **To assist in the examination, evaluation and comparison of bids the EDMC may at its discretion ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing.**

## SECTION-10

### 10. DECLARATION BY THE TENDERER/BIDDER

I/We \_\_\_\_\_ (hereinafter referred to as the Bidder) being desirous of tendering for the work of "Development of water Harvesting park with sitting facilities at Hedgewar park, Mandawali Village in ward No. 09E Shah. South Zone, EDMC

" as per the above mentioned TENDER and having fully understood the nature of the work and having carefully noted all the terms and conditions, specifications etc. as mentioned in the TENDER document, DO HEREBY DECLARE THAT :

1. The Bidder is fully aware of all the requirements of the TENDER document and agrees with all provisions of the TENDER document.
2. The Bidder is capable of completing the work as required in the tender.
3. The Bidder accepts all risks and responsibilities directly or indirectly connected with the performance of the tender.
4. The Bidder has no collusion with other Bidder, any employee of EDMC or with any other person or firm in the preparation of the bid.
5. The Bidder has not been influenced by any statement or promises of EDMC or any of its employees, but only by the TENDER document.
6. The Bidder is financially solvent and sound to execute the work.
7. The Bidder is sufficiently experienced and competent to perform the contract to the satisfaction of EDMC.
8. The information and the statements submitted with the TENDER are true.
9. The Bidder is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipal, District, State and Central Government that may affect the work, its performance or personnel employed therein.
10. The Bidder has not been banned/debarred/black listed by EDMC or any other organization of State/Central Government /undertaking/ Department.
11. This offer shall remain valid for acceptance for 6 (Six) months from the date of opening of the tender.
12. The Bidder has attached herewith the earnest money as required in the TENDER document.
13. The Bidder accepts that the earnest money be absolutely forfeited by EDMC if the Bidder fails to undertake the work or sign the contract within the stipulated period.
14. The Bidder gives the assurance to execute the tendered work as per specifications, terms and conditions of Work, Warranty and A.M.C.
15. The bidder gives the undertaking that no misleading or false representation or deliberately suppressed information in the forms, statements and enclosures has been submitted.
16. If the TENDER is submitted through Power of Attorney the Bidder has submitted Power of Attorney for Signing of Application as per format in favour of the Authorized Signatory.
17. At any stage, if any documents/information submitted by the bidder found forged/false/ incomplete/unsatisfactory, the EDMC may reject the bid/award/Rate Contract without any notice and bidder may be blacklisted from the E.D.M.C. and the bidder will have no objection to it.

**(Signature of Bidder)  
with SEAL**

## SECTION-11

### 11. CHECK LIST OF ANNEXURES

S. No.	Description		PAGE NO.
1	Details of TENDER document fee		
2	Details of Earnest money		
3	Indian manufacturers and its dealers/ distributors Registration Certificate.		
4	Registration Certificate of manufacturing unit/plant License with production capacity located in India. Registration in NSIC, MSME(if any)& Industrial Authority for Manufacturing License of Children Play Equipments etc.		
5	If the bidder is a dealer or distributor, he/she submit Authorised dealers/ distributors Certificate of the Original Manufacturer		
6	If the bidder is a dealer or distributor, he/she/they will submit Authorisation letter from the original Manufacturer for quoting the products in this tender		
7	The Bidder should have adequate post installation services facilities in Delhi. The details of which should be enclosed. (In case new firm written commitment / undertaking be enclosed)		
8	Financial Turnover (immediate last three financial years) duly verified by a registered Chartered Accountant for the year 2018-19,19-20 and 20-21 (audited)		
9	The Bidder should have adequate financial stability and status to meet the financial obligations pursuant to the scope of works. Audit report/ audited balance sheet by CA of last three financial years 2018-19,19-20 and 20-21		
10	Validity of Bids		
11	Valid GST, EPF/ESIC(if applicable) registration certificate. A copy of which should be enclosed.		
12	PAN & last 3 financial years 2018-19,19-20 and 20-21 ITRs		
14	Solvency Certificate		
15	<b>Experience</b> -Relevant project(s) Completed (number of pages /copies attached)		
16	Declaration/Undertaking stating that the company is / has not been banned/debarred/black listed by any organization of Central Government Departments / State Government / Statutory Bodies / Autonomous Bodies/ PSUs/ Private Sectors etc.		
17	Testing Certificate Report (in the name of manufacturer firm of equipments for bidder) of		

	Strength of metal pipes used from any Govt. or Government designated/ authorized Lab/s		
18	Test Certificate/Report (in the name of manufacturer firm of equipments for bidder) of bearing used from any Government or Government designated/ authorized Lab/s		
19	Test Certificate Report (in the name of manufacturer firm of the bidder) of F.R.P./Roto-mould etc. used used from any Government or Government designated/ authorized Lab/s		
20	Certificate in respect of use of non hazardous/safe paints/Power coating in metals used (in the name of manufacturer firm of the bidder) from any Govt. or Government designated/ authorized Lab/s		
21	I.S.O. Certification		
22	EN1176 OR EN1177 regarding Certification to Manufacturing firm of Children Play Equipments		
23	Details of PLANT & MACHINERY with documentary proof: Powder Coating Plant, Pipe Bending Machine, Welding Machine, Automatic Cutting Machine, Fixtures for Fabrication		
24	PERSONNEL AND ESTABLISHMENT Graduate Engineer, Diploma holder Engineer, Supervisor/Forman		
25	Drawing and specification along-with catalogue		
26	Purchased/Downloaded Tender document or not		
27	Signed and Stamped on each page of the Technical Bid documents for this tender		

Please flag the annexures and write pages number in the box.

**All the documents submitted shall be page numbered.**

**SPIRAL BINDING OF TECHNICAL BIDS**

The bidder must all documents of Technical bids in spiral binding. The bid pages should be clearly serial numbered.

**(Signature of Bidder )  
With Seal**



# SECTION-12

## APPLICATION FORMAT & ANNEXURE PROFORMAS

### 12. APPLICATION FORMAT & ANNEXURE PROFORMAS

#### 12.1 APPLICATION FORMAT FOR SUBMISSION OF BID

FROM:

(Full name and address of the Bidder)

M/S.....

.....

.....

.....

To

**Dy. Director (Horticulture)**

**Shahdara South Zone**

East Delhi Municipal Corporation

4<sup>th</sup> Floor, Zonal office building, Karkari road,

behind Karkardooma Court, Vishvas Nagar

New Delhi-110032,

**Subject: Offer in response to TENDER No.....for** Development of water Harvesting park with sitting facilities at Hedgewar park, Mandawali Village in ward No. 09E Shah. South Zone, EDMC

**Sir,**

I/We hereby submit our offer in full compliance with terms & conditions of the attached TENDER The BID is submitted separately and sealed envelope marked Part-I Technical Bid &Part-II online Financial Bid.

The bidder gives the assurance that no misleading or false representation or deliberately suppressed information has been submitted.

I/We hereby certify that all the statement made and information supplied in the enclosed documents are true and correct.

I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.

The Technical bids are being submitted in **Spiral Binding** of all the documents.

The bid contains \_\_\_\_\_ pages.

**(Signature of Bidder)  
With Seal**

## 12.2 ANNEXURE PROFORMAS

### 12.2.1 FORMAT / COVERING LETTER FOR SUBMISSION OF TECHNICAL BID

To

Dy. Director (Horticulture) Shah. South Zone  
East Delhi Municipal Corporation  
Zonal Office, Building, Karkari Road, Behind Karkardooma  
Delhi-110032.

**Sub:** Development of water Harvesting park with sitting facilities at Hedgewar park, Mandawali Village in ward No. 09E Shah. South Zone, EDMCO

Sir,

I/We hereby submit our Technical Bid for the work of Tender No..... as subjected above alongwith necessary documents.

We are the Manufacturer of Gazebo/R.C.C. benches (if the bidder is a manufacturer).

I/We submit our Technical Bid as a Dealer / Distributor of \_\_\_\_\_ Our principal manufacturer is M/s.\_\_\_\_\_ .

I/We will provide the Children Play Equipments/STP/ sport play of the make of \_\_\_\_\_

I/we are enclosing all the documents of technical bids as per Section-17 of this TENDER

I/We hereby certify that all the statements made and information supplied in the enclosed forms are true and correct.

I/We have furnished all information and details necessary for eligibility and have no further pertinent information to above said works.

This offer is being made by us after taking into consideration all the terms and conditions stated in the Tender document, accept all risks and contingencies and all other conditions that may affect the Financial proposal.

We agree to keep our offer valid for **6 Months** from the due date of opening of this Technical Bid/Proposal AND further validate the offer of Financial Bids for another 6 months from the date of opening of Financial Bids.

The Technical bids are being submitted herewith and all documents have been got done **Spiral Binding.**

Encl. : Pages 1 to\_\_\_\_\_

Authorized signatory  
Name & Seal of Bidder

Date:  
Place

## 12.2.2

## **EXPERIENCE (PROFORMA/FORMAT)**

### **Details of project completed in respect of Development of park workwith sitting facilities construction works etc. in favour of the Bidder**

The experience certificate may be submitted in the following about similar projects undertaken, if any

1. Name of organization, which has awarded the work:
2. Name and address of the firm/ contractor who have executed the work:
3. Name & location of the work. :  
(Please also enclosed copy of work order)
4. Nature of Work Executed / Completed:
5. Total contractual amount :
6. Total cost of work completed
7. Date of Award :
8. Date of Completion of Work
9. Detail of involvement in work as an individual or as a company or as partner or Joint Venture Firm etc.
10. Was the work satisfactory completed within stipulated period or not?  
(Please attach copy of the related document/ Item/s of work executed/performed)

**Signature& Seal of Issuing Authority**

## **NOTE**

Completed Similar work means the work of Development of park, Harvesting and construction of hut/RCC benches etc.

THE VALUE OF EXECUTED WORKS MAY BE BROUGHT TO CURRENT COSTING LEVEL BY ENHANCING THE ACTUAL VALUE OF WORK AT SIMPLE 7% PER ANNUM; CALCULATED FROM THE DATE OF COMPLETION TO LAST DATE OF RECEIPT OF APPLICATIONS FOR TENDERS.

THE EXPERIENCE/PERFORMANCE OF WORKS EXECUTED BE SUBMITTED IN THE ON THE OFFICIAL STATIONERY/LETTER HEAD OF THE DEPARTMENT/ COMPANY/ AGENCY, WITH SEAL/STAMP FOR WHICH THE WORK HAS BEEN EXECUTED. THE CERTIFICATE SHALL BE ISSUED FROM THE OFFICER NOT BELOW THE RANK OF EXECUTIVE ENGINEER / PROJECT MANAGER OR EQUIVALENT OR WORK ORDER ISSUING AUTHORITY. THE COMPLETION CERTIFICATE SHALL CONTAIN THE NECESSARY INFORMATION OF NATURE OF WORK COMPLETED, COMPLETION TIME, AMOUNT OF WORK EXECUTED BY THE BIDDERS.

### **12.2.3 FORMAT FOR TURNOVER & FINANCIAL CAPABILITY OF BIDDER**

Particulars/ Accounting Year (Immediate latest/last three years)	2018-19	2019-20	2020-21
1. Authorized Share Capital			
2. Paid up Share Capital (excluding share Application Money and Preference Shares)			
3. Reserves and Surpluses (excluding revaluation reserves)			
4. Total Turnover of the Firm			
5. Debt mobilized during the year			
6. Net Profit for the year			

Note:

1. Attach certified copies of Annual Audited Balance Sheet and IT Returns Certificate for the last 3 financial years.
2. Attach Certificate duly signed by the Statutory Auditors depicting year-wise mobilization.
3. The above data must be submitted for all Relevant Consortium members, duly certified by Statutory Auditor.

Signed by CA/Statutory Auditors  
(with seal & registration no.)  
**(Signature of Bidder)**  
**with SEAL**



**12.2.4 FORMAT FOR SOLVENCY CERTIFICATE**  
**( TO BE ISSUED FROM NATIONALISED/SCHEDULED BANK )**  
**(The Bank Solvency Certificate shall be attached in original only)**

(On Banks Letter Head)

No.....

Date:

To

**Dy. Director (Horticulture) Shahdara South Zone**  
East Delhi Municipal Corporation  
4<sup>th</sup> Floor, Zonal office building, Karkari road,  
behind Karkardooma Court, Vishvas Nagar  
New Delhi-110032,

A/c to (Bidder Firm Name) \_\_\_\_\_

**RATE CONTRACT**We the \_\_\_\_\_ ( **Bank Name** ) do hereby certify that \_\_\_\_\_(Name of the Bidder Firm and address) having their office at \_\_\_\_\_ ( **Office Address** ) is solvent to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as disclosed by the information and records which are available with the aforesaid bank.

For (Bank Name)  
Sign & Stamp of Bank Manager

**12.2.5 FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION**

**Power of Attorney**

Know all men by these presents, we \_\_\_\_\_ (name and address of the registered office) do hereby constitute, appoint and authorize Mr /Ms. \_\_\_\_\_ (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the project envisaging construction of the project in the country of India, including signing and submission of all documents and providing information/responses to EDMC, representing us in all matters before EDMC, and generally dealing with EDMC in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

.....

Accepted

\_\_\_\_\_ (Signature)  
(Name, Title and Address) of the Attorney

**Note:**The mode of execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.(To be signed and executed on non- judicial Stamp Paper)

**12.2.6 BANK GUARANTEE PROFORMA FOR E.M.D.**  
**(In case of EMD deposited through Bank Guarantee)**  
**(To be executed on non Judicial stamped paper of an appropriate value)**

**Bank Guarantee in favour of “COMMISSIONER, EDMC” payable at New Delhi. And shall be addressed to :**

Dy. Director (Horticulture)/Shahdara South Zone  
4<sup>th</sup> Floor, Zonal office building, Karkari road,  
behind Karkardooma Court, Vishvas Nagar  
New Delhi-110032,

Bank Guarantee No : ..... Date.....  
Amount of Guarantee : .....  
Guarantee Period : From ..... to..... (Minimum 8 (eight) Months)  
Guarantee Expiry Date : .....  
Last date of Lodgement : .....

Whereas M/s.....(Hereinafter called “the bidder”) has submitted its bid dated.....for Development of water Harvesting park with sitting facilities at Hedgewar park, Mandawali Village in ward No. 09E Shah. South Zone, EDMC vide Tender No. DATED \_\_\_\_\_Know All Men by these presents that WE .....of having our registered office at ..... (Hereinafter called ‘the Bank’) are bound unto The Commissioner, EDMC (hereinafter called the “Owner”) in the sum of Rs.10,00,000/- (Rupees Ten lac only) for which payment will and truly to be made to the Owner, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligations are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form.
2. If the Bidder, having been notified of the acceptance of his bid by the Owner, during the period of bid validity.
  - (a) fails or refuses to execute the Contract, if required;  
OR
  - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.  
OR
  - (c) fails or refuses to perform their duties fully or partially to the satisfaction of the EDMC.

We undertake to pay the Owner up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Owner will not justify the demand of the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in TENDER for a period of eight (8) months of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness  
Address of witness

Signature of the Bank Authority  
Name  
Signed in capacity of  
Full address of Branch  
Tel No. and Fax No. of Branch

## 12.2.7

## FORMAT FOR FINANCIAL PROPOSAL

(To be submitted and signed by the Bidder's authorised signatory)

To

Dy. Director (Horticulture)/Shahdara South Zone  
4<sup>th</sup> Floor, Zonal office building, Karkari road,  
behind Karkardooma Court, Vishvas Nagar  
New Delhi-110032,

**Sub:** Development of water Harvesting park with sitting facilities at Hedgewar park, Mandawali Village in ward No. 09E Shah. South Zone, EDMC

Sir,

We hereby submit our Financial Offer for the captioned project through online portal. If the work is awarded to us, we agree to perform the subjected work for EDMC as per the terms given in the TENDER /Tender Document and further instructions issued by EDMC from time to time.

(Note: In case of any difference in amount in figures and words, the amount in words shall be applicable.)

This offer is being made by us after taking into consideration all the terms and conditions stated in the TENDER/Tender document, accept all risks and contingencies and all other conditions that may affect the Financial proposal.

Rates quoted in this Financial Bid / Quotations are inclusive of all taxes and duties.

We agree to keep our offer valid for **6 Months** from the due date of opening of this Financial Proposal.

**Authorised signatory  
Name & Seal of Bidder**

Date:

Place:



**12.2.8 FORMAT OF HANDING OVER CERTIFICATE OF SUPPLIED EQUIPMENT  
(To be submitted in quadruplicate)**

Certified that the children play equipment has been installed and tested successfully at (location details – full address of site)

and has been handed over on date \_\_\_\_\_ with the following assets.

<b>S. No.</b>	<b>Specification / details Item</b>	<b>Quantity (Nos.)</b>	<b>Check list (Description)</b>
1	Name of sitting facilities		
2	Mounting Structure, Accessories		

**(A) Installation Report :**

- |    |   |        |
|----|---|--------|
| 1. | Verified that civil work carried out as per recommendation.   | Yes/No |
| 2. | Verified that all equipments are installed in right area and correctly oriented.  | Yes/No |
| 3. | Verified that the children play equipment has been checked at full load   | Yes/No |
| 4. | Verified that children play equipment are installed properly and are tight and secure and have not received damage during transportation. | Yes/No |
| 5. | Verified that training for operation & minimum maintenance of the Equipments has been provided to end user.                               | Yes/No |
| 6. | Verified that user manual has been provided to end user.  | Yes/No |

**(B) M/s** ..... has installed and handed over the children play equipment. The usage and the minimum maintenance for the Equipments have been explained to end user and EDMC Officials at site.

**(C) Users Remarks, if any :**

.....

**Handed Over by:**  
**For M/s.** \_\_\_\_\_ **(Authorized Signatory)**  
**Name:**  
**Seal :**

**Taken Over by User :**  
**Signature Full**  
**Name & Designation**

**(Counter signed by DDH/EDMC )**  
**Signature with Name & Seal**

**Copy to :**

- Copy to User
- Copy to Director (Horticulture)/ EDMC
- Copy to Contractor.

**12.2.9 BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY  
(In case of PERFORMANCE SECURITY deposited through Bank Guarantee )**

(To be executed on non Judicial stamped paper of an appropriate value)

**Bank Guarantee in favour of “COMMISSIONER, EDMC” payable at New Delhi. And shall be addressed to :**

**To**

Dy. Director (Horticulture)/Shahdara South Zone  
4<sup>th</sup> Floor, Zonal office building, Karkari road,  
behind Karkardooma Court, Vishvas Nagar  
New Delhi-110032

Bank Guarantee No : .....

Date.....

Amount of Guarantee : .....

Guarantee Period : From ..... to..... (minimum 27 Months)

Guarantee Expiry Date : .....

Last date of Lodgement : .....

**WHEREAS Commissioner**, East Delhi Municipal Corporation (hereinafter referred to as “**The Owner**” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [*Please insert date of acceptance of the letter of Intent(LoI)*] (“**Contract**”) with..... [*insert name and address of the Successful Bidder*] .....(hereinafter referred to as the “**Contractor**” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution the work of Development of water Harvesting park with sitting facilities at Hedgewar park, Mandawali Village in ward No. 09E Shah. South Zone, EDMC ” through Dy. Director (Horticulture Department) Shahdara South Zone,ADRESS-4<sup>th</sup> Floor, Zonal office building, Karkari road, behind Karkardooma Court, Vishvas Nagar New Delhi-110032, shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number -----**issued vide No.** -----**Dated**.....and various other documents forming part thereof.

**AND WHEREAS** one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at New Delhi for an amount equal to 10% (ten percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the “**Guaranteed Amount**”) against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid upto 27 months from the date of Letter of Intent or the Contract Period including any extension thereof whichever is later.

**AND WHEREAS** the Contractor has approached [*insert the name of the scheduled bank*] (here in after referred to as the “**Bank**”) having its registered office at [*insert the address*].....and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount as and when claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank

guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PGB to the bank for amendment in price.

- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [figure of Guaranteed Amount to be inserted here].....  
...only).
- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the validity period of this Guarantee as mentioned above.
- (ix) Unless a Demand under this bank guarantee is filed against the Bank within twelve (12) months from the date of expiry period of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- (x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or not fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.
- (xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [date of power of attorney to be inserted].....granted to him by the Bank.

Date:  
Bank

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

## SECTION-13

### 13 AWARD OF CONTRACT

#### 13.1 NEGOTIATION OF RATES

13.1.1 EDMC reserves the right of negotiation with eligible bidder/s before the finalization of the TENDER

13.1.2 If the price of L1 is not acceptable, EDMC may in the first instance negotiate with L1 only for arriving at a reasonable/acceptable price. On successful conclusion of negotiations with L1 and the agreed negotiated price will be counter offered to all the other higher quoting firms.

13.2 The EDMC reserves the right at the time of award to contractor(s) to increase or decrease the quantity of goods and locations of supply without any change in price or other terms and conditions.

13.3 The Department may increase or decrease the contract before and after the award of work to respective bidder/s as per their performance & capability.

#### 13.4 EDMC RESERVES THE RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.

EDMC reserves the right to reject any or all the tenders or accept any TENDER in total or in parts or work may be divided among various Bidders without assigning any reason thereof.

#### 13.5 NOTIFICATION OF AWARD

Prior to the expiration of the period of TENDER validity the EDMC will notify the Bidders by registered letter, whatsapp or e-mail, to be confirmed in writing by letter, that the bid has been accepted.

#### 13.6 ISSUE OF WORK/SUPPLY ORDERS & EXECUTION PERIOD

13.6.1 To ensure timely completion of the work(s) a written undertaking from the contractors may be taken about the current status of work in hand already awarded to them before awarding fresh orders.

13.6.2 Quality assurance/audit shall also be applicable as per policy of the E.D.M.C and further circulars issued from time to time.

13.6.3 Third Party Quality Control check in respect of items required will be got done, by getting the samples tested from any Government or Government designated/ authorized Lab/s, as decided by the EDMC from time to time. The testing charges on this account will be borne by the contractor.

#### 13.7 CONTRACT

Before execution of the work, a contract agreement for execution of the work shall be signed with the Bidder, as per the draft agreement issued by EDMC. Bidder has to sign the agreement within the **15 days** of communication of acceptance of

the offer by EDMC; otherwise earnest money of the Bidder deposited with the TENDER shall be forfeited. The expenses of stamp duty, with respect to the agreement/s shall be borne by the Bidder. If required and desired by the end user the successful Bidder may have to enter in an agreement with the end user on the similar terms & conditions. The cost of stamp duty, with respect to the agreement/s, in respect of individual work orders placed against this contract shall be borne by the Bidder.

## SECTION-14

### **14 GENERAL CONDITIONS & INFORMATION OF CONTRACT**

EDMC shall mean East Delhi Municipal Corporation or Director (Horticulture) or his representative of East Delhi Municipal Corporation with office at 4<sup>th</sup> Floor, Zonal office building, Karkari road, behind Karkardooma Court, Vishvas Nagar New Delhi-110032,

14.1.1 and shall also include its successors in interest and assignees. The contractor shall mean the person whose TENDER has been accepted by EDMC and shall include his legal representatives, successors in interest and assignees.

14.2 The work shall be completed within 90 days from the date of placement of supply/work order. However EDMC may in case of urgency ask the firm to complete the work earlier, with the mutual consent of the contractor. In case the contractor fails to execute the work within stipulated time, to the contractor, at the risk and cost of the contractor. If any additional cost is incurred by EDMC the same shall be recovered from the contractor. If the cost of work as aforesaid shall exceed the balance due to the contractor and the contractor fails to make good the additional cost, EDMC may recover it from the contractors' pending claims against any work in EDMC or in any other departments/office in a lawful manner.

14.3 That on the request of the contractor and also in the interest of the organization the EDMC is at liberty to extend the validity of the agreement, subject to that the request of the contractor is received before the expiry of the agreement period, or any extended period granted to the contractor.

14.4 It will be the sole responsibility of the contractor, to make good all the orders placed as per time schedule, and to ensure quality parameters, specifications and other requirements provided in the TENDER document and as per agreement.

14.5 The agreement shall be deemed to be extended till the date of completion of last supply/work order subject to the completion period as provided in the clause 14.2.

14.6 In the interest of the work and the programme, agreement executed between the Bidder and the EDMC may be extended to a mutually agreed period, if the need so arises.

14.7 It shall be sole responsibility of the contractor to get verified the quality & quantity of the supplied material at the site of delivery.

### **14.8 LIQUIDATED DAMAGES**

**14.8.1** If the contractor fails to perform the services within the time periods specified in the contract, the EDMC shall without prejudice to its other remedies under the contract deduct from the contract price as liquidated damage, a sum equivalent to 1% of the price of the unperformed services for each week of delay until actual performance up to a maximum deduction of 10% of the supply/work order. If the contractor fails to execute the work of supply & installation of equipments within the 10 weeks delay period, the work order may be treated as cancelled and the 10% performance security money deposit, will be forfeited. Once the maximum of the penalty is reached, the EDMC may consider termination of the contract and may take further action for debarring / blacklisting of the contractor in EDMC.

**14.8.2** The contractor shall have to comply with all the rules, regulations, laws and by-laws for the time being enforce in india and the instructions if any, of the organization. EDMC shall have no liability in this regard.

## **14.9 FORCE MAJEURE**

**14.9.1** Notwithstanding the provisions of clauses contained in this deed; the contractor shall not be liable for forfeiture of its performance security, liquidated damages, termination for default, if he is unable to fulfill his obligation under this deed due to event of force majeure circumstances.

- a. For purpose of this clause, "Force majeure" means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of Govt. either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes.
- b. If a force majeure situation arises, the contractor shall promptly notify the EDMC in writing within a week from the date situation so arises.

**14.9.2** The High Court of Delhi and Courts subordinate thereto, shall alone have jurisdictions to the exclusion of all other courts.

**14.9.3** The contract shall not without the consent in writing of EDMC, transfer, assign or sublet the work under this contract or any substantial part thereof to any other party

**14.9.4** EDMC shall have at all reasonable time access to the works being carried out by the contractor under this contract. All the work shall be carried out by the contractor to the satisfaction of EDMC.

**14.9.5** If any question, dispute or difference what so ever shall arises between EDMC and the contractor, in the connection with this agreement except as to matters, the decisions for which have been specifically provided, either party may forthwith give to the other notice in writing of existence of such question, dispute or difference and the same shall be referred to the sole arbitration of the Commissioner or a person nominated by him. This reference shall be governed by the the arbitration and conciliation act 199s6 and the rules made there under. The award in such arbitration shall be final and binding on both the parties. Work under the agreement shall be continuing during the arbitration proceedings unless the EDMC or the arbitrator directs otherwise.

**14.9.6** EDMC may at any time by notice in writing to the contractor either stop the supply / work altogether or reduce or cut it down. If the supply/work is stopped all together, the contractor will only be paid for the work executed and expenses distinctly incurred by him as on preparation or the execution of the work up to the date on which such notice is received by him. Such expenses shall be assessed by EDMC, whose decision shall be final and bidding on the contractor. If the work is cut down the contractor will not be paid any compensation what so ever for the loss or profit which he might have made if he had been allowed to complete all the work included in the contract.

## **14.10 INSPECTION AND TESTS**

**14.10.1** The inspection procedures and tests as are required by the EDMC shall be got done in the presence of EDMC's representative if so desired by EDMC.

**14.10.2** The EDMC or its representative shall have the right to inspect and / or to test the goods to confirm their conformity to the contract. The special conditions of

contract and / or the Technical specifications shall specify what inspections and test the EDMC required

**14.10.3** Third Party Quality Control Audit check in respect of items required will be got done, by getting the samples tested in any Government or Government designated/ authorised Lab/s. The testing charges on this account will be borne by the contractor.

**14.10.4** As and when the samples are to be tested at Rate Contract Holders' cost the testing fee would be paid by the contractor. The EDMC will keep a watch that the Testing fees has been deposited by the contractor in time. Samples for acceptance test will be sent to the Testing Laboratory by the office in-charge deputed by EDMC as and when required under proper seal.

**14.10.5** In case defects are observed in the Equipments a performance Notice shall be issued by the EDMC giving suitable time required for rectification of the defects, not exceeding 15 days from the date of notice, failing which Rejection Notes shall be issued to enable the EDMC to proceed with further contractual action.

#### **14.10.6 Inspection at works.**

**14.10.6.1** The EDMC, his duly authorized representative shall have at all reasonable times access to the Bidder premises / Manufacturer premises and shall have the power at all reasonable time's to inspect and examine the materials and workmanship of the works during its manufacture. The inspection may be carried out by EDMC representatives during Technical Evaluation of Bids and before/after work award as required.

**14.10.6.2** The inspection by EDMC and issue of dispatch instruction there on shall in no way limit the liabilities and responsibilities of the Bidder in respect of the agreed quality assurance programme forming a part of the contract. Nothing in clause 10 shall in any way release the Bidder from any guarantee or other obligations under this rate contract.

#### **14.11 WARRANTY**

**14.11.1** The Bidder shall ensure on-site warranty of equipments as per standards for quality that anything to be furnished. The items shall be new, free from all defects and faults in material, workmanship and manufacture, shall be of the highest grade and consistent with established and generally accepted standards for material of the type ordered, shall be in full conformity with the specifications, drawing or samples, if any and shall operate properly.

**14.11.2** Performance of Equipment: In addition to the warranty as already provided, the Bidder shall guarantee satisfactory performance of the equipment and shall be responsible for the period or up to the date specified in sub-clause (c) hereof after the equipment has been accepted by the EDMC to the extent for any defects that may develop such defects shall be removed at his own cost when called upon to do so by the EDMC.

**14.11.3** The contractor shall rectify defects developed in the Equipment within Warranty period promptly. In case the defects are not rectified within 10 days of the receipt of the complaint by the contractor EDMC shall have full liberty to restore the Equipment in working condition. The expenditure so incurred by EDMC shall be deducted from the contractor pending claims, security deposit or in other law full manner.



- 14.11.4** If the end user/EDMC so desires the maintenance of the Equipment after expiry of one year of warranty period, the contractor shall take up annual maintenance of the installed Equipment at reasonable rates.
- 14.11.5** The contractor shall warranty the Equipment for 1 year (mandatory) under this contract with the EDMC and no extra payment will be made to the contractor on this account.
- 14.12** Notice statement and other communication send by EDMC through registered post or whatsapp or Email to the contractor at his specified addresses shall be deemed to have been delivered to the contractor.
- 14.13** Any work which is not covered under this agreement but is essentially required for the completion of job (to the satisfaction of EDMC) shall be carried out by the contractor as extra item for which payment shall be made separately at the rates decided by EDMC.
- 14.14** The work shall be done by the contractor as per specifications, design and drawings approved by EDMC, wherever, necessary, the contractor shall submit relevant designs and drawings for approval in EDMC, well in advance. Equipments supplied without EDMC's approval shall not be accepted and the EDMC shall have right to get it removed and to recover the cost so incurred from the contractor.
- 14.15** The contractor shall provide one copy of instruction manual and routine maintenance manual with each Equipment supplied & Installed, this shall be both in Hindi and English.

**The following minimum details must be provided with manual:**

- (a) Do's and Don'ts
  - (b) Clear instructions on regular maintenance and trouble shooting of the Equipment
  - (c) Name & address of the contact person in case of non-functioning of the Equipment.
  - (d) Firm shall provide log card with the Equipment for proper record and quick maintenance of installed Equipment during warrantee.
- 14.16** The contractor shall not display the photographs of the supplied items to EDMC and not take advantage through publicity of the work without written permission of EDMC.

**14.17 PATENT RIGHT AND ROYALTIES.**

The Contractor shall indemnify the EDMC against all third party claims of Infringement of patent, royalties' trademark or industrial design rights arising from use to the goods or any part thereof.

**14.18 PACKING FORWARDING**

- 14.18.1** Contractors, wherever applicable, shall after proper painting, pack and crate all the equipment in such manner as to protect them from deterioration and damage during rail and road transportation to the site and storage at the site till time of completion of work. Contractor shall be held responsible for all damage due to improper packing.

**14.18.2** The contractor shall inform the EDMC of the date of each shipment from his works, and the expected date of arrival at the site for the information of the EDMC office at least 7 days in advance.

#### **14.19 DEMURRAGE WHARFAGE, ETC**

All demurrage, wharf age and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the contractor.

#### **14.20 INSURANCE**

The goods supplied under the contract shall be fully insured by Bidder against loss or damage incidental to manufacture or acquisition, transportation; natural calamities shall be included in the bid price.

#### **14.21 TRANSPORTATION**

The Bidder is required under the contract to deliver the goods at the specified location/ site. (The storage/ handling etc shall be sole responsibility of the contractor till the properly handing over of the Equipment).

#### **14.22 TERMINATION FOR INSOLVENCY**

EDMC may at any time terminate the contract by giving written notice to the contractor without compensation to the contractor, if it becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the EDMC.

#### **14.23 TERMINATION FOR CONVENIENCE**

The EDMC, may by written notice sent to the Bidder, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the purchaser's convenience in the interest of EDMC.

#### **14.24 APPLICABLE LAW**

The contractor shall be interpreted in accordance with the laws of the purchaser's country i.e. India. The station of EDMC Headquarter at Delhi shall have exclusive jurisdiction in all matters arising under this contract in Hon'ble courts of Delhi.

#### **14.25 NOTICE**

**14.25.1** Any notice given by one party to the other pursuant to the contract shall be sent in writing or by telegram or telex/ cable or Email and confirmed in writing to the address specified for that purpose in the special condition of contract.

**14.25.2** A notice shall be effective when delivered or on the notice's effective date, whichever is later.

#### **14.26 TAXES AND DUTIES**

The price quoted should include all taxes and duties applicable, if any. A Bidder shall be entirely responsible for all taxes, duties, license fees, etc. All taxes payable as per Rules of Government of India & Govt. of NCT of Delhi will be payable by the contractor. If any new tax/duty is levied during the contract period

the same will be borne by the firm exclusively. TDS will be deducted from the payment of the contractor as per the prevalent laws and rules of Government of India and Government of NCT of Delhi in this regard.

#### **14.27 OTHERS:**

- 14.27.1.** The Contractor in consultation with concerned Officer of EDMC will conduct training programme for users, focusing on main features, operation and maintenance of the Equipments.
- 14.27.2** The Bidder shall continue to provide spare parts after the expiry of warranty period at the users cost, if desired by the user. If the contractor fails to continue to supply spare parts and services to users EDMC shall take appropriate action against the firm.
- 14.27.3** The Equipment will be handed over to the S.O.(Horticulture) designated by the Dy. Director(Hort.)/Shah. South Zone /EDMC.
- 14.27.4** It shall be the sole responsibility of the contractor to get verified the quality & quantity of the supplied material at the site of delivery from the official designated by Dy. Director (Hort.)/ Shah. South Zone /EDMC.
- 14.27.5** If EDMC requires to place a Work Order for a specific site or work on the contract rate, in that condition a separate agreement may be executed with the contractor.
- 14.27.6** Firm shall be responsible for proper Supply& Installation of Equipment with required orientation. The quarterly date may be fixed for inspection of equipment supplied by the firm. Firm shall depute an authorized representative whenever required at the time of inspection etc.
- 14.27.7** The TENDER document signed and sealed on each page and annexure duly attached in the last of the document making one document should be enclosed. Typing the formats in other pages, changing the serial order, loose papers etc will not be accepted.
- 14.28** The Bidder should be Indian Manufacturer or its authorized dealer/distributor of the manufacturer for quoted products and principal manufacturer should have valid manufacturing license for the quoted products
- 14.29** If asked by the authority Bidder must submit the sample of product. If any Bidder fail to comply with this within stipulated time then he should be disqualified from tender.
- 14.30** If the department feels it is necessary then they should visit manufacturers unit to get satisfy about quality of products. The bidder or its manufacturer shall have no objection to it. EDMC can visit the Manufacturer factory / factories before finalisation of Technical Bids / Financial Bids / Award of Rate Contract and after Award of work as and when required.
- 14.31** E.D.M.C. reserves the rights to conclude the Rate Contract for any or all items of the Tender Enquiry and also to annul the bidding process/scrap the tender enquiry. The E.D.M.C. reserves the right to accept or reject any or all tenders.
- 14.32** Rates quoted should be inclusive of all taxes and duties
- 14.33** Conditional tenders are liable to be straightway rejected.

#### **14.34 PAYMENTS:**

The contractor shall raise the bill/s of the Equipment supplied with one year warranty after successfully completing the work of Supply & Installation of Equipment/s as per technical specification and terms and conditions specified in the contract. The payments will be released by the EDMC (subject to deduction of statutory taxes and levies, if any) as per availability of funds.

#### **14.35 FALL CLAUSE:**

- 14.35.1 The prices/Rates charged for the Supply & Installation of Children Play Equipments under the Contract by the Contractor shall in no event exceed the lowest price at which the Contractor sells/provide the Children Play Equipments or offer to sell/provide Children Play Equipments of identical description to any person(s)/organization(s) including E.D.M.C. or any Department of the Central Government or any Department of a State Government or any statutory undertaking of the Central or a State Government, as the case may be, during the period till performance of all Supply / Work Orders placed during the currency of Rate Contract is completed.
- 14.35.2 If at any time, during the said period the contractor reduces the sale price, sells/provides or offers to sell such equipments to any person/ organization including the EDMC or any Department of Central Government or any Department of State Government or any statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract he shall forthwith notify such reduction or sale or offer of sale to the E.D.M.C. and price payable under the contract for the equipments supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.
- 14.35.3 The Contractor shall furnish the following certificate to the E.D.M.C./Paying Authority along with each bill for payment for supplies made against the Rate Contract.  
“I/We certify that there has been no reduction in sale price of the Children Play Equipments of Description identical supplied/provided to the Government under the contract herein and such Children Play Equipments have not been offered/sold/provided by me/us to any person(s)/organization(s) including the EDMC or any Department of Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government as the case may be upto the date of the bill/the date of completion of supplies/work against all supply/work orders placed during the currency of the R/C at a price lower than the price charged to the Government under the Contract.”

## **14.36 PERIODICAL INSPECTION**

- 14.36.1 After the equipments, under work, have been installed and during the warranty period, including extended warrantee, if any, the Supplier shall depute his engineer every month for inspection of equipments so supplied/installed, to ensure satisfactory performance as well as detection of any faulty part/equipment.
- 14.36.2 This inspection shall be carried out along-with authorized representative of EDMC. A report in this regard shall be jointly signed by the representatives of Supplier and EDMC. Any major defect if noticed during such inspection shall be brought to the notice of DDH, Shahdara South Zone .
- 14.36.3 No extra payment shall be made on this account by EDMC to the bidder/supplier on this account.

## Section 15

### **15.12 THE BIDDER WILL SUBMIT PARTICULAR IN THE BELOW FORMAT:**

- 15.12.1** Name of firm :
- 15.12.2** Postal Address :
- 15.12.3** Telegraphic address :
- 15.12.4** Telephone, Fax No :
- 15.12.5** E-mail :
- 15.12.6** Web site :
- 15.12.7** Name and designation of the :  
representative of the Bidder to  
whom all references shall be made  
and his contact mobile number. :
- 15.12.8** Amount of the earnest money deposited.
- 15.12.9** Details of TENDER fee  
Amount of TENDER Fee paid  
Bank Draft no. and date Annexure I
- 15.12.10** Details of Earnest money :  
Bank Draft no. and date etc as Annexure-IA
- 15.12.11** Financial capacity of the  
Bidder for carrying out the work .
- 15.12.12** Address of the firm in Delhi, if any.
- 15.12.13** Has anything/extra other than price of  
items (as mentioned in price Schedule)  
have been written in the price schedule.
- 15.12.14** Has the Bidder have been ever  
Banned/Debarred/black listed By any  
Govt. Department/Undertaking..
- 15.12.15** Details of offer (please mention number  
of pages and number of Drawings, copies  
attached).
- 15.12.16** Reference of any other information :  
attached by the TENDER (please  
Mention no. of pages & no. of drawings,  
copies to be attached)
- 15.12.17** Has the Bidder have any relative  
working in EDMC if yes state the  
Name and designation.

**( Signature of Bidder)  
with Seal**

## Section 16

### **16. WARRANTY OF EQUIPMENTS**

- 16.1** It is mandatory for the contractor to take a quarterly performance report for each Equipment from the concerned officer in EDMC.
- 16.2** It is mandatory for the contractor to open an authorized service centre before the supply & Installation of the Equipments in EDMC as per his/her/their undertaking.
- 16.3** After the equipments have been installed and during the warranty period, including extended warrantee, if any, the Supplier shall depute his engineer every month for inspection of equipments so supplied/installed, to ensure satisfactory performance as well as detection of any faulty part/equipment.
- 16.4** The Bidder shall ensure warranty as per standards for quality that anything to be furnished. The items shall be new, free from all defects and faults in material, workmanship and manufacture, shall be of the highest grade and consistent with established and generally accepted standards for material of the type ordered, shall be in full conformity with the specifications, drawing or samples, if any and Equipments shall operate properly.
- 16.5** Performance of Equipment: In addition to the warranty as already provided, the Bidder shall guarantee satisfactory performance of the equipment and shall be responsible for the period or up to the date specified in sub-clause hereof after the equipment has been accepted by the EDMC to the extent for any defects that may develop such defects shall be removed at his own cost when called upon to do so by the EDMC through its representatives.
- 16.6** The contractor shall rectify defects developed in the Equipment within Warranty period promptly. In case the defects are not rectified within 7 days of the receipt of the complaint by the contractor EDMC shall have full liberty to restore the Equipment in working condition. The expenditure so incurred by EDMC shall be deducted from the contractor pending claims / security deposit / performance Security Deposit or in other law full manner.
- 16.7** Once the EDMC Department states/writes that the Equipments supplied are defective/not functioning properly, it will be obligatory on the part of the supplier contractor to immediately, not later than 7 days, attend to it by way of rectification/repair or replacement of the goods, without any questioning or pretexts on any ground. There shall be no scope of questioning the department or resorting to any kind of verification or joint inspection in this regards.
- 16.8** The contractor shall give on-site warranty of the Equipment for one year mandatory to the EDMC/end user. If the defects reported in the equipment, the contractor will replace the equipments or its parts immediately during one year the warranty period.
- 16.9** The contractor/bidder shall submit the certificate from original equipment manufacturer mentioning the continued supply of spare parts, repairing of faulty modules/parts at reasonable rates over a minimum period of six years from the date of completion of warranty period.

- 16.10** A prospective Bidder requiring any clarification of the TENDER Documents may contact EDMC in writing at the EDMC's mailing address indicated in the Invitation for Tender.
- 16.11** This inspection shall be carried out along-with authorised representative of EDMC. A report in this regard shall be jointly signed by the representatives of Supplier and EDMC. Any major defect if noticed during such inspection shall be brought to the notice of DDH( Shahdara South Zone ). No extra payment shall be made on this account by EDMC to the bidder/ supplier on this account.
- 16.12** Verbal clarifications and information's given by the EDMC or its employees or its representatives shall not be in any way entertained.



# Section 17

## **17. TECHNICAL BID**

The Bidder shall submit the Technical Bid Documents required for Technical Evaluation of the bid as per Section 8(Evaluation Criteria) of this Tender document. The **Technical Bid** should also comprise the following documents.

- 17.1** Covering Letter.
- 17.2** Check List of Annexure.
- 17.3** General information of the bidder alongwith Certificate of Registration of Civil works certificate if the Bidder is other than Manufacturer.
- 17.4** If the bidder is a Dealer/Distributor- Attach necessary Dealership/Distributorship Certificate.
- 17.5** Detail of TENDER Document fee.
- 17.6** Work experience of related to horticultural work of 5 years attach work order list.
- 17.7** Details of Earnest Money Deposit
- 17.8** Turnover Certificate (immediate latest/last three financial years) duly verified by a registered Chartered Accountant for the year 2018-19,2019-20,2020-21
- 17.9** Bank Solvency Certificate fresh/latest of Indian Nationalised Bank/Scheduled Bank.
- 17.10** Period of Validity of Bids submitted for acceptance.
- 17.11** (i) Experience Certificate issued of works completed by competent authority in the prescribed format of work/s of "construction of civil work, water harvesting with development of parks with copy of Work Order/s.  
(ii) Certificate/s of completed works in any Government Department (if the Experience certificate of completed works is issued other than Government Department).
- 17.12** Quality/Test related certificates (in the name of Manufacturer of R.C.C. benches ) as per evaluation criteria.
- 17.13** I.S.O. Certificate
- 17.14** PAN Registration No. & ITRs last 3 financial years
- 17.15** Valid GST registration certificate.
- 17.16** EPF/ESIC(if applicable) Registration.
- 17.17** Declaration/Undertaking stating that the company is/ has not been banned/debarred/black listed by any organization of Central Government Departments / State Government / Statutory Bodies / Autonomous Bodies/ PSUs/ Private Sectors etc.
- 17.18** Downloaded TENDER /tender document with details filled of the bidder be attached.
- 17.19** **SPIRAL BINDING OF TECHNICAL BIDS:** The bidder must submit all documents of Technical bids in spiral binding and all the pages should be clearly serial numbered.
- 17.20** Signed and Stamped on each page of the Bidding documents submitted by the bidder.

**Name of Work:** Development of water Harvesting park with sitting facilities at Hedgewar park, Mandawali Village in ward No. 09E Shah. South Zone, EDMC

**(1) :- Development of Water Harvesting park:-**

S. No	Particulars	Qty.
1	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge.2.6.1 All kinds of soil	9095.1 cum
2	Extra for every additional lift of 1.5 m or part thereof in excavation /banking excavated or stacked materials.2.26.1 All kinds of soil	6262.20 cum
3	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead upto 50 m and lift upto 1.5 m.	250 cum
4	Providing and fixing G.I. chain link fabric fencing of required width in mesh size 50x50 mm including strengthening with 2 mm dia wire ornuts, bolts and washers as required complete as per the direction of Engineer-in-charge.16.70.1 Made of G.I. wire of dia 4 mm sqm 797.2016.70.2 Made of G.I. wire of dia. 4 mm, PVC coated to achieve outer dia not less than 5 mm in required colour and shade	588 Sqm.

**(2): Development of sitting arrangement through Construction of Gazebos (Garden Huts) and providing RCC Benches at Mandawali Park**  
**B). Construction of Gazebos (Garden Huts)**

S. No.	Item	Qty
1	Earth work in excavation of park within a lead of 50 m. All kind of soil	1.08 pcum
2	Supply of MS Pipe of 150 mm rod and 10 ft height of column	660 Kg.
3	Supply of MS plate of 6mm thickness and 9"x9" size for closing pipe at one end of 150 mm	24 Kg.
4	Welding of ms plate of 6 mm thickness to one end of 150 mm	220.64 pcm
5	Providing and laying 75 mm thick compacted bed of dry brick..... in charge.	21.18 psqm
6	Provision and laying in position cement concrete .....1:4:8 .....40mm nominal size.	2.1 cum
7	Provision and laying in position cement concrete....1:2:4 ....20mm nominal size	1.08 cum
8	Steel work in built up tubular (hot finished) welded type ..... Washer etc. complete	680 kg
9	Providing and fixing of roofing sheet in kavelu design of 3mm.... of LLDPE in brown color.	32 Each
10	Art work on column including architectural design, moldings, arches, shapes..... Aesthetic elements.	12.00 Each

11	Providing Sculpture like Man, woman, figures animal musical instruments, any elements or design representing cultures or tradition.	6 Each
12	Art Work on Sitting arrangement/benches by making architectural design, moldings shapes.....aesthetic elements.	22.5 pmtr.
13	Art work on slab molding /arches by giving shapes.....painting coats	36 pmtr.

**C). Providing & Fixing of RCC Bench**

S. No.	Item	Qty
1	<p><b>Providing and fixing of RCC Benches, the Specification as under:-</b></p> <p><b>5. Description:</b> This item shall govern the provision of supply, erecting and installation of precast concrete reinforced benches with back rest.</p> <p><b>6. General Requirement:</b> The precast concrete reinforced benches shall be manufactured in accordance with the design requirements and details shown in the plan, and in conformity with the requirement of this specification and item no. 172020 of USSOR.</p> <p><b>7. Materials and Construction Methods:</b> The material and construction of precast concrete reinforced benches will be as follows:</p> <p>(v) <b>Concrete Mix Design:</b> The benches shall be cast using M-30 grade concrete mix in accordance with IS:10269: 2009 (with latest amendment) in gray cement by using vibro- compaction technique and with reinforcement as detailed in this specification. The manufacturer shall be responsible to design a mix which achieves both the strength and the surface finish required for the installation and application. Compressive strength shall be not less than 30 MPa at 28 days.</p> <p>(vi) <b>Reinforcement Steel:</b> TMT reinforcement bars conforming to IS: 1786:2008 of dia 10mm shall be used as main reinforcement bar and 4mm dia mild steel bars shall be used as stirrups as per reinforcement diagram.</p> <p>(vii) <b>Connections:</b> 12mm dia x 65mm long galvanized steel CSK (Countersunk) bolts with EVA (Ethylene Vinyl Acetate) washer for connecting seating plank with leg and half threaded carriage bolts &amp; nuts with EVA &amp; steel washers of size 165mm length x8mm dia for connecting back rest plank with leg. Threaded steel fastener shall confirm to IS: 1367 with latest amendments.</p> <p>(viii) <b>Paint :</b> Red color acrylic based paint (Other color may be used, if decided by Engineer-in-charge) conforming to IS: 15489 should be used.</p> <p><b>8. Detail of member of precast concrete reinforced bench:</b></p> <p>iv. <b>RCC Base Supports:</b> Two number of legs manufactured using M-30 grade grey cement concrete of back height 1000mm, front height 400mm, bottom width 620mm with 100mm thickness. Each leg shall be reinforced with 4 nos. of 10mm dia TMT bars distributed uniformly along the section and periphery of the legs and tied with 4mm dia mild steel stirrups as per detailed given in drawing Each leg will have 3 nos. 12mm dia 65mm length galvanized coupling nuts, welded suitably to the main reinforcement at appropriate location on the seating to receive concrete planks on the legs and 3 holes to receive carriage bolts for fixing back rest planks.</p> <p>v. <b>Planks:</b> Five RCC planks of size 1500mm x 100mmx50mm shall be cast using M-30 Grade grey cement mixed with 3% red pigment (other color may be used, if decided by Engineer) and each plank reinforced with 2nos.10mm dia TMT bars along the length and 10 Nos. 4mm dia mild steel bars along the width and having 2 holes of 14mm dia at appropriate location to receive 12mm dia galvanized bolts for fixing these planks on the legs. One RCC plank.</p>	40 Nos.

	vi. <b>Installation of RCC bench:</b> Each seating plank (bottom) of bench will be bolted with the leg with the help of 12 dia x65mm length galvanized steel CSK (Countersunk) bolts with EVA and steel washers of size 165mm length x 8mm dia.	
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(D) -Part-Development of Green area

S. No.	Description	Qty
1.	Trenching in ordinary soil up to depth of 60 cm including Removal and staking of serviceable materials and then disposing of by 50 mtr and making up the trenched area to proper levels by filling with earth or earth mixed with sludge or/ and manure before and after flooding trench with water(excluding cost of imported earth, sludge or manure).	1672.77 Cum
2.	Supplying and stacking of good earth at site including royalty and carriage up to 10 km (earth measured in stacks will be reduced by 20% for payment).	588.78 cum
3.	Supplying and stacking of dung Manure at site including royalty and carriage up to 1 km (earth; measured in stacks will be reduced by 8% for payment).	147.19 cum
4.	Supplying and spreading of Yamuna sand at site.	147.19 cum
5.	Carriage of good earth by manual labour including loading/ unloading & stacking for lead) For first 50 mtr.	588.78 cum
6.	Carriage of manure or sludge by manual labour including loading/ unloading & stacking for lead a) For first 50 mtr	147.19 cum
	Carriage of Yamuna Sand by manual labour including loading/ unloading & stacking for lead a) For first 50 mtr	147.19 cum
8.	Rough dressing to the 'trenched area after 10 to 15 days of its flooding with water including breaking clods.	5575.89 sqm
9.	Fine dressing the ground	5575.89 sqm
10.	Spreading of manure and good earth in required thickness (Cost of sludge, dung manure or/and good earth to be paid separately).	883.16 cum
11.	Mixing earth and sludge, dung manure in proportion specified or directed.	883.16 cum
12.	Providing & laying Selection no. 1 grass turf with earth 50mm to 60mm thickness of existing ground prepared with proper level and ramming with required tools wooden and then rolling the surface with light roller make the surface smoothen and light watering the same maintenance for 30 days or more till the grass establish properly, as per direction of officer in charge	5575.89 sqm
13.	P/F Brick edging 7cm wide 11.4 cm deep to plinth protection with common burnt clay F.P.S. (non modular) bricks of class designation 7.5	2296 Mtr.