# MUNICIPAL CORPRATION OF DELHI EXECUTIVE ENGINEER (STORE-ENGG) Central Store, Khyala, Opposite Blind School, Block-B, Raghubir Nagar, New Delhi-110027

Email: eestorewz@gmail.com

No.:-D/EE (Store-Engg)/MCD/2023-24/ 93

Date: - 06.11.2023

# Sub: Request for Uploading of NIT on MCD Website

Please find enclosed herewith a Notice Inviting Tenders (NIT No: EE(Store-Engg.)/MCD/2023-24/1 Dated: 06.11.2023 due on 17.11.2023) for the work of Provision of 5000 Precast RCC Benches with Back Rest at Public Places for the Parliamentary Constituency (West Delhi) under MPLADS funds of Shri Parvesh Sahib Singh, Hon'ble MP (17<sup>th</sup> LS) in soft copy.

It is requested that the NIT may kindly be uploaded on the MCD website under the tenders section as well as in the News/Flashmode with the caption "Provision of 5000 Precast RCC Benches with Back Rest at Public Places for the Parliamentary Constituency (West Delhi) under MPLADS funds of Shri Parvesh Sahib Singh, Hon'ble MP (17<sup>th</sup> LS) (NIT No: EE(Store-Engg.)/MCD/2023-24/1 Dated: 06.11.2023 due on 17.11.2023)"

Executive Engineer (Store-Engg)

AO(IT), MCD (Enclosure as above)

# MUNICIPAL CORPORATION OF DELHI OFFICE OF EXECUTIVE ENGINEER (STORE-ENGG) CENTRAL STORE, KHYALA, OPPOSITE BLIND SCHOOL, B-BLOCK, RAGHUBIR NAGAR, NEW DELHI-110027

E-mail:- eestorewz@gmail.com

NIT No: EE(Store-Engg.)/MCD/2023-24/1 Dated: 06.11.2023

#### NOTICE INVITING OPEN TENDER

Executive Engineer (Store-Engg.)/MCD, on behalf of the Commissioner, MCD invites open tenders under Two Bid System from the eligible applicants/bidders as per the qualification criteria for the work of "Provision of 5000 Precast RCC Benches with Back Rest at Public Places for the Parliamentary Constituency (West Delhi) under MPLADS funds of Shri Parvesh Sahib Singh, Hon'ble MP (17<sup>th</sup> LS)".

The date for application for sales of tender & opening schedule are as under:-

Published Date	06.11.2023	at 17:00 hrs
Document Download / Sale Start Date:	06.11.2023	at 18:00 hrs
Document Download & Bid Submission/ Sale End Date:	17.11.2023	at 15:00 hrs
Technical Bid Opening Date	17.11.2023	at 15:10 hrs
Financial Bid Opening Date	18.11.2023	at 15:00 hrs

The Techno-Commercial bid will be opened in the office Executive Engineer (Store-Engg), MCD, Central Store, Khyala, Opposite Blind School, Block-B, Raghubir Nagar, New Delhi-110027 in the presence of the tenderers, if any. Whereas successful tenderer has to submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement (not withstanding and/or without prejudice to any other provisions in the contract) within 10 days from the date of issue of letter of acceptance. The Bidder has to deposit/ submit the Tender Cost /Earnest Money separately on the Online Portal of MCD. All the circulars issued from time to time by the erstwhile MCD/SDMC/NDMC/EDMC and present MCD upto the date of issue of the NIT shall be applicable and these are available on www.mcdonline.nic.in.

S. No	Name of Work	Head of A/C	Estimated Amount	Quantity	Tender Cost (Rs.)	Earnest Money (Rs.)	Period of completion	Validity of Rates
1	Provision of 5000 Precast RCC Benches with Back Rest at Public Places for the Parliamentary Constituency (West Delhi) under MPLADS funds of Shri Parvesh Sahib Singh, Hon'ble MP (17 <sup>th</sup> LS)	XL-VIII-V	Rs. 4,79,50,138/-	5000 Nos	2000/-	9,59,000/-	5 Months	5 Months

The eligibility conditions and other details/ tender documents may be downloaded from MCD website www.mcdonline.nic.in and https://etenders.gov.in/eprocure/app. All the bidders are requested to check the above websites for Addendum and Corrigendum of the said work.

Executive Engineer (Store-Engg.)
Municipal Corporation of Delhi

RAJESH KUMAR GARG Executive Engineer (Store) Municipal Corporation of Delhi

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# **Tender Document**

N.O.W.: - Provision of 5000 Precast RCC Benches with Back Rest at Public Places for the Parliamentary Constituency (West Delhi) under MPLADS funds of Shri Parvesh Sahib Singh, Hon'ble MP (17<sup>th</sup> LS)



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#### **DISCLAIMER**

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

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

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

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#### SECTION I

# NOTICE INVITING TENDER (NIT)

NIT No	
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#### 1.1 GENERAL

N.O.W.: - Provision of 5000 Precast RCC Benches with Back Rest at Public Places for the Parliamentary Constituency (West Delhi) under MPLADS funds of Shri Parvesh Sahib Singh, Hon'ble MP (17<sup>th</sup> LS)

Executive Engineer (Store-Engg.)/MCD, on behalf of the Commissioner, MCD invites open tenders under Two Bid System from the eligible applicants/bidders as per the qualification criteria for the work "Provision of 5000 Precast RCC Benches with Back Rest at Public Places for the Parliamentary Constituency (West Delhi) under MPLADS funds of Shri Parvesh Sahib Singh, Hon'ble MP (17<sup>th</sup> LS)"

Estimated Cost of Work	<b>Rs. 4,79,50,138/-</b> (Rupees Four Crore Seventy Nine Lakh Fifty Thousand One Hundred Thirty Eight Only)
Estimated Quantity	5000 nos.
Tender Cost	Rs. 2000/-
Earnest Money	Rs. 9,59,000/- (Rupees Nine Lakh Fifty Nine Thousand Only)
Head of Account	XL-VIII-V
Time of Completion	150 DAYS

Note:- The Bidder has to deposit/ submit the Tender Cost/Earnest Money separately on the Online Portal of MCD.

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Municipal Corporation of Delhi

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### 1.2. QUALIFICATION CRITERIA:

### 1.2.1: Eligible Applicants:

- 1 The bidder shall have its own manufacturing Plant of Precast Cement Concrete Items. The bidder shall provide the relevant documents such as Ownership of the Plant, Land Title, Registration of the Plant with Statutory Authorities, Photographs etc. to establish that he owns his manufacturing plant in good running condition along with technical bid.
- 2. The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company/Private Limited Company (Registered under the Companies Act)/Proprietorship/Partnership firm. Bidder in the form of Joint Venture /Consortium is not permitted. The Bidder shall provide the relevant documents such as Memorandum of Article, Partnership Deed, GST, PAN, MSME Certificates etc. along with technical bid.
- 3. Tenderer must not have been blacklisted or deregistered by any Central /State Government Department or Central/State Public Sector Undertaking. Also no work of the tenderer must have been rescinded by client after award of contract during the last 5 (Five) years. The tenderer/bidder should submit an undertaking in their letter head to this effect along with technical bid.
- 4. The bids not submitted with above documents shall be considered as Non-responsive and hence rejected.

## 1.2.2 Minimum Eligibility Criteria:

#### A) WORK EXPERIENCE

The Bidder/Tenderer shall have experience of successfully supplied/completed Similar Works in any one financial year during the last 5 (Five) Financial Years or Current Financial Year up to October 2023 (i.e. 31.10.2023) for Aggregate/Cumulative value of Rs. 384.00 Lacs.

\*Similar works means the "Supply of Precast Cement Concrete Items such as Street Furniture Items/Drainage Items/Pavers/Tiles/ Fencing/Road Safety Items" to any Department of State/Central Government/ Municipal Body/Public Sector (Central/State) Undertaking/Autonomous Body/Private Sector (Limited/ Private Limited Agencies/ Institution)".

#### a. Notes:

- (i) The value of the executed/ completed works shall be **updated up to 31.10.2023** assuming inflation at a simple rate of 7% per annum by enhancing the actual value of work (in Rs.) calculated from the date of actual completion to last day of the month previous to the one in which the tenders are invited.
- (ii) The tenderer shall submit details of work executed by them in the Performa of Annexure for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion, with any levy of compensation, time over run, performance/quality of works etc. as per Annexure-I of Appendix-20 of CPWD Manual for such work should be submitted. The offers submitted without this documentary proof shall not be evaluated. In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S certificates for all payments received and copy of final/last bill paid by client shall be submitted.

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- (iii) Value of successfully completed portion of any ongoing work up to **31.10.2023** will also be considered for qualification of work experience criteria.
- (iv) The tenders for this contract will be considered only from those tenderers having legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956. Bidder in the form of JV/Consortium is not permitted.

#### **B. FINANCIAL STANDING**

- (i) Annual Turnover: The Bidder shall have an Average Annual Turnover from Construction Works and Supply of Precast Items should be not less than Rs. 200 lacs during last three Financial Years ending 31.03.2023 (A certificate on the letter head of the Chartered Accountant of the Bidder is required in this regard).
- (ii) **Profitability:** The bidder should not have incurred any loss more than 1 years during the last 3 years ending 31<sup>st</sup> March, 2023. (A certificate on the letter head of the Chartered Accountant of the Bidder is required in this regard).
- (iii) Solvency Certificate or Networth Certificate : The bidder should have Solvency of the amount equal to Rs.1,91,80,000/- (40%) of the Estimated Cost put to tender (ECPT)

  Or
  - Networth Certificate of minimum Rs. 47,95,000/- (10%) of the estimated cost put to tender issued by certified Chartered Accountant.
- 2. The successful Bidder will be chosen from the group of qualifying Bidders ("eligible Bidders for financial bid") achieving benchmark score after technical bid evaluation as per the criteria set out by the evaluation committee. The Successful Bidder for the assignment will be the one whose financial bid is lowest amongst the qualifiers.
- 3. If any information furnished by the applicant is found incorrect at a later stage, he shall be liable to be debarred from tendering/ taking up of work in MCD. The department reserves the right to verify the particulars furnished by the applicant independently. Conditional Tenders are liable to be rejected.
- **4.** All information contained in this package should be treated as confidential and Bidders are required to limit dissemination on a need-to-know basis.
- All the tenderer are hereby cautioned that tenders containing any material deviation or reservations or conditional tenders shall be considered as non-responsive and is liable to be rejected.
- 6. MCD reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the MCD for rejection of his proposal.

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# SECTION-II

# INSTRUCTIONS TO BIDDER (ITB)

### 1. Evaluation of Proposal

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

### A. Technical Bid

	Financial Strength (last three years) (only for profit making organization)	
1	Average Annual Turnover (60% marks for minimum eligibility criteria & 100% marks for twice the minimum eligibility criteria or more. In between this on pro rate basis).	32
2	Net Worth Certificate Or Solvency Certificate  (60% marks for minimum eligibility criteria & 100% marks for twice the minimum eligibility criteria or more. In between this on pro rate basis).	8
3	The Bidder/Tenderer shall have experience of successfully supplied/completed Similar Works in any one financial year during the last 5 (Five) Financial Years or Current Financial Year up to October 2023 (i.e. 31.10.2023) for Aggregate/Cumulative value of Rs. 384.00 Lacs. (60% marks for minimum eligibility criteria & 100% marks for twice the minimum eligibility criteria or more. In between this on pro rate basis).	30
4	Performance (Quality) in similar works (last seven years)  i. Very Good 30  ii. Good 20  iii. Fair/Satisfactory 15  iv. Poor 0	30
	Total	100

Financial bid of Technically Qualified bidders who achieve at least fifty percent marks in each & sixty percent marks in aggregate for their technical proposal would be opened.

- B) The computation of the Technical Status of Bidder Assessment would be based on the details provided in their Technical Bid.
- a. The evaluation on the Present Technical Proposal would be qualitative & to the best judgment & discretion of MCD evaluation committee. The marks so assigned by MCD or its Architect or Advisor(s) would be final and binding on the Bidder/tenderer.
- b. The composite score under the Technical Proposal would be the arithmetic sum of the marks assigned to the bidder under each of the parameters listed above.
- c. The Benchmark Score to be achieved for technical submission as stated above may be changed by the Technical Evaluation Committee.
- d. The successful Bidder will be chosen from the group of qualifying Bidders ("eligible Bidders for financial bid") achieving benchmark score after technical bid evaluation as per the criteria set out by the Technical Evaluation Committee.
- C) The successful Bidder for the assignment will be the one whose financial bid is lowest amongst the Technically Qualified Bidders.

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# 2. MCD's Right to Accept or Reject Proposal

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

### 3. Conditional proposals shall not be accepted.

- **4.** The tenderer is not allowed to make any modifications in the terms and conditions of the tender documents, which are not acceptable to the department, after submission of tender.
- **5.** Unless otherwise specified in this tender document, CPWD Manual with up to date correction slips shall be binding on the contractor.
- 6. The adjudication for any dispute shall be the Local Jurisdiction and Court of Delhi.
- 7. Security Deposit @ 2.5% of Gross amount of Each Running and Final Bill till the sum deducted will amount to security deposit of 2.5% of tendered value of the Work.

# 8. Earnest Money

- a) The Bidder has to deposit/ submit the Tender Cost /Earnest Money separately on the Online Portal of MCD.
- b) Any bid not accompanied by an acceptable Earnest Money shall be summarily rejected by the MCD as nonresponsive.
- c) The Earnest Money of unsuccessful Bidders will be returned after the opening of Financial Bid /expiration of the period of bid validity whichever is earlier on receipt of written request.
- d) The Earnest Money may be forfeited:
  - i. If a Bidder withdraws its Bid during the period of bid validity, or
  - ii. If the Bidder does not accept the correction of arithmetic errors in his bid price.
  - iii. In the case of a successful Bidder, if the Bidder fails within the specified time to sign the agreement and furnish the required performance security.
- e) Earnest money shall be returned to the successful bidder only after submission of requisite Performance Guarantee/ Security.

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Municipal Corporation of Delhi

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Municipal Corporation of Delhi

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### Section - III

The GENERAL CONDITIONS OF CONTRACT 2020 for Construction Works of MCD shall be applicable on this work. The same has been attached with the Tender Documents and can be downloaded from the website of MCD i.e. www.mcdonline.nic.in or can be referred from the office of EE (Store-Engg).

Performance Guarantee/Security- The Contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement (not withstanding and/or without prejudice to any other provisions in the contract) within 10 days from the date of issue of letter of acceptance.

# 2. RECOVERY OF SECURITY DEPOSITS.

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Corporation at the time of making any payment to him for work done under the contract to deducted a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value of the work. Such deductions will be made and held by Corporation by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any bank is furnished by the contractor to the Corporation as part of the security deposit and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the corporation to make good the deficit.

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

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulation to a minimum of Rs.5.00 (Five) Lacs subject to the conditions that amount of such bank guarantee, except last one, shall not be less than Rs.5.00 (Five) Lacs.

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### 3. Settlement of Disputes & Arbitration

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

- 3.1 If the Contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract of carrying out of the work to be unacceptable, he shall promptly within 15 days request the Superintending Engineer or equivalent, in writing for the written instructions or decision. Thereupon, the Superintending Engineer or equivalent, shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter.
- 3.2 If the Superintending Engineer or equivalent fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Superintending Engineer or equivalent, the contractor may, within 15 days of receipt of the Superintending Engineer's or equivalent's decision, appeal to the Chief Engineer/Director or equivalent who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chief Engineer or equivalent shall give his decision within 30 days of receipt of the representation of the contractor failing which matter can be taken with the Additional Commissioner (Engineering)/Engineer-in-Chief of MCD for final decision as per Circular No D/SE(P)/2020-21/177 dated 04.12.2020.
- 3.3 Dispute Resolution: Any dispute and/or difference arising out of or relating to this contract will be settled as per above Clauses failing which the matter will be referred for adjudication as per MCD GCC 2020.
- 4. Jurisdiction of Court: This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the Courts in Delhi.
- 5. Unless otherwise specified the General Conditions of Contract as approved by the Municipal Corporation of Delhi is applicable and binding.

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### SECTION- IV

## **SPECIAL TERMS & CONDITIONS**

- (i) Work shall be carried out as per relevant IS code(s) and CPWD Specifications with upto date amendments.
- (ii) The proposed work is under MPLADS funds, hence as per the MPLADS Guidelines 2023 the contractor has to paint/engrave the details of the work on each RCC bench.
- (iii) The contractor shall provide the material at Central Stores of MCD i.e. Khyala, Nand Nagri, Zakhira and Vijay Ghat or as per the locations instructed by the Engineer-in-Charge in good working/running/un-damaged condition.
- (iv) The contractor shall be responsible for timely cartage, loading & unloading and giving delivery of the materials in sound and undamaged conditions at Central Stores/sites/locations as per instructions of Engineer-in-Charge.
- (v) The Contractor has to provide & fix the RCC Benches at various location in the Parliamentary Constituency with complete satisfaction of E-in-C. The location of the sites will be provided to the contractor during the currency of the contract as per availability of various sites in the Parliamentary Constituency of Hon'ble M.P.
- (vi) The contractor shall stack the supplied item properly at Central Stores or any designated location as per the instructions of Engineer-in Charge.
- (vii) The Quoted Rate of the bidder shall be inclusive of providing and fixing of each bench at the designated location.
- (viii) The contractor shall provide the samples of material free of cost for testing and cost of material including packaging, sealing, transportation, loading & unloading etc. will be borne by the contractor. The cost of testing will be borne by the contractor if samples are sent to laboratory other than MCD laboratory. The contractor shall bear the charges for 3rd party QA Agency as per the MCD Circular no. Addl.Comr(Engg)/MCD/D-41 dated 17.02.2023.
- (ix) All the mandatory testing shall also be carried out at the site laboratory/MCD laboratory/designated lab. If during the testing of material, the sample material gets failed, the cost of testing charges and consequent re-testing required, if any, shall be borne by the contractor.
- (x) Contractor will obtain necessary permission from Delhi Police or other authorities for plying of truck in "NO ENTRY" period and "NO ENTRY" Zones etc.
- (xi) Quoted Rates are inclusive of all taxes etc. and nothing extra is payable.
- (xii) Manufacturer/supplier should have valid TIN No. and GST No registered in Delhi.
- (xiii) The undertaking of the bidder regarding authorized signatory should also be furnished in Technical Bid.
- (xiv) Time of completion of Work is 5 months.

(xv) Tentative shape of the Schedule Item

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### SECTION-V

#### SCHEDULE OF QUANTITIES

NIT No	
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N.O.W: Provision of 5000 Precast RCC Benches with Back Rest at Public Places for the Parliamentary Constituency (West Delhi) under MPLADS funds of Shri Parvesh Sahib Singh, Hon'ble MP (17<sup>th</sup> LS).

S. No	ltem	Qty.	Unit.	Quoted Rates (Rs.)	Amount (In words)
1.	Providing and fixing of precast RCC chair bench with arm rest each bench consists of 2 no. L-shaped base support in grey cement colour (thickness 80 mm x90 mm, 890 mm back height; 450 mm front height with base width 690 mm) and 1 no. reinforced concrete plank in red colour of size 1500 mm x 400 mm x 50 mm and 1 no. of reinforced concrete plank in red colour of size 1500 x 425 mm x 50 mm total height of the bench 890 mm manufactured using cement concrete 1:1.5:3 (1cement: 1.5 coarse sand: 3 stone aggregate 12.5 mm nominal size) using vibro compaction process reinforced suitably to prmote long use and to prevent damage during handling. Transportation & erection, all parts are joined together with galvanized nuts and bolts of suitable size and all bolts are sealed after assembly, bench top and back planks are treated with special anticorrosive water proof coating so as to make surface glossy and water proof and as per direction of Engineer-in-Charge.	5000	Nos.	(in figures)	

Note: -

1. The quoted rate is inclusive of all Taxes, Cess, Octroi, Royalty, Levies, Transportation/Cartage,Loading/Unloading, Stacking of Scheduled Item at Central Stores of MCD or at any designated location.

2. All Rates should be quoted in Indian Rupees (in words and figure up to two decimal places in metric system). The rates quoted in the words shall be considered in case of any ambiguity.

Executive Engineer (Store-Engg)

Municipal Corporation of Delhi

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