

SOUTH DELHI MUNICIPAL CORPORATION
OFFICE OF THE EXECUTIVE ENGINEER (ENGG STORE)
M.C. PRIMARY SCHOOL, B-BLOCK, MOTI NAGAR, NEW DELHI-110024

NIT No. EE(CS)/2016-17/TC/04

Dated 18.01.2017

NOTICE INVITING TENDERS

Executive Engineer (Central Store) SDMC, on behalf of the Commissioner, SDMC invites sealed tenders from the reputed cement manufactures having valid ISI certification/License with brands such as ACC, Ultratech, JP, Vikram, Shree, Birla, Bangur, CCI, JK, Lakshmi, Wonder, Binani etc. and their authorized supplier/distributers/stockiest for the following work:

Name of Work	Head of Account	Estimated Cost	Earnest money
Supply of PPC Cement at Central Store, SDMC.	G-110/1182	Rs.41.73 Lacs	Rs. 83,500/-

(A) Eligibility

1. The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company/Private Limited Company registered under the Companies Act, 1956/Proprietorship, Partnership firm. Bidder in the form of Joint Venture / Consortium, is not permitted. A proof for supporting the legal validity of the Bidder shall be required to be submitted.
2. Reputed cement manufactures having valid ISI certification/License with brands such as ACC, Ultratech, JP, Vikram, Shree, Birla, Bangur, CCI, JK, Lakshmi, Wonder, Binani etc. and their authorized supplier/distributers/stockiest can participate in the tender.

(B) General Condition and Instruction to the Bidder

1. Supply of 15000 bags (750 MT) of PPC Cement shall be made at Central Store, Raghbir Nagar, Khyala, New Delhi.
2. The work includes supply, transportation, loading and unloading of cement bags at Central Store, Raghbir Nagar, Khyala, New Delhi
3. Cost of Bid document (Non-Refundable): Rs 1000/-
4. The earnest money submitted by all the tenderers except the lowest tenderer will be refunded without any interest immediately after the opening of the tenders except in case of forfeiture.
5. The Bidder should has a valid- PAN No.
6. The bidder should be registered with the VAT Deptt. Delhi Govt. and should have a valid TIN No.


Ex. Engineer (Store)
SDMC

7. The bidder shall submit Authorization letter in the Name of company's Representative if bid document is submitted by some representative other than Director/Prop., if applicable.
8. The firm should not have been black listed by any Govt. Organization as on date.
9. The proposal and all related correspondence and documents shall be written in English language.
10. The currency for the purpose of the proposal shall be the Indian Rupee only.
11. Cello Tape to be affixed on the financial data part of the document

12. **Check List for Submission of Bid**

The bidders are required to fill the check list as per **Schedule-C** and enclosed the same alongwith the Bid Document.

13. **Submission of Bids:**

- (i) Every page of the Bid Document (Including addendum/clarification etc if any) shall be signed and stamped by the authorized signatory of the bidder and shall be submitted as part of the bid. Any paper/page shall not be pulled out of the tender document. If this is noticed at some stage, the same shall summarily lead to disqualification of the agency/bidder.
- (ii) The bidder will submit the 'Required documents' and 'Financial bid' in two separate sealed envelopes. The envelope containing required documents to be marked as "Required documents for **"Supply of PPC Cement at Central Store, Raghubir Nagar, Khyala, New Delhi, SDMC"**. Name of bidder: _____" containing the following documents/Schedules/Annexure etc.:-
 - a. The Bid Submission form in application format (**Schedule-A**) from bidder to the SDMC regarding submission of Bid for **Supply of PPC Cement at Central Store, Raghubir Nagar, Khayala, New Delhi, SDMC**.
 - b. **Schedule-B** "Bid Form" duly filled in and signed by the Bidder.
 - c. **Schedule-C** "Check List" duly signed by the bidder.
 - d. All documents/testimonials as per **Schedule C** shall be submitted
 - e. Earnest money of **Rs.83,500/-** in the form of demand draft/banker's cheque payable at New Delhi in favour of Commissioner/SDMC.
 - f. Receipt of **1000/-(One Thousand Only)** as cost of TENDER document in the form of Demand Draft/Bankers Cheque payable at New Delhi/Delhi in favor of Commissioner, SDMC, in case the downloaded tender document is used for the tender purposes.
 - g. Self attested copies of all the documents & Certificates required as per **Schedule-A**.
 - h. Self attested copies of all the documents & Certificates required as per **Schedule-B&C**.
 - i. Documents in support of minimum eligibility criteria and documents as required for checking of the eligibility of the bidder.
 - j. The bidder shall also submit a self-attested copy of its constitution (MOA).



- k. Any other document, which the bidder wishes to enclose in support of its bid.
- (iii) The second envelop will also be sealed and marked as "Financial Bids for **Supply of PPC Cement at Central Store, Raghbir Nagar, Khayala, New Delhi, SDMC.** Name of Bidder _____" which will contain ONLY **Schedule-D 'Financial bid Form'**" duly filled in and signed by the Bidder. Cello Tap to be affixed on the financial data part of the document. **NO OTHER DOCUMENT** would be placed in this envelope.
- (iv) Both these sealed envelopes will be placed in a third one (big one) envelope, which may be called the container envelope, and it will also be sealed, marked as "Tender for **Supply of PPC Cement at Central Store, Raghbir Nagar, Khayala, New Delhi, SDMC**". Name of Bidder _____ and addressed to **Ex. Engineer (ENGG STORE), M.C. PRIMARY SCHOOL, B-BLOCK, MOTI NAGAR, NEW DELHI-110024** should reach not later than **13/02/2017, 02:00PM.**
- (v) The big one envelope (container envelope) containing both the envelopes of "Documents" will be opened on the date & at the time and place mentioned in the notice inviting Tender.
- (vi) The bidders/authorized representative also be present at the time of opening this container envelop as well as at the time of opening of Financial Bid.

14. OPENING OF FINANCIAL BID:

- (i) The Financial Bids of all the Bidders whose all the required documents found in order shall be opened immediately on the same date and time in presence of the bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.
- (ii) All the bidders/their authorized representatives present at the time of opening of the Financial Bids shall be required to submit the Authorization letter from their Companies and shall be asked to sign on all the sealed envelopes containing the Financial Bid.
- (iii) Any bidder objecting to the same shall be disqualified and his financial bid shall be returned on the spot.
- (iv) Absence of bidders or their authorized representatives shall not impair the legality of the process.
- (v) The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.
- (vi) The lowest bidder shall be considered as the successful bidder.

15. Agreement between the Parties:

An agreement on non-judicial stamp paper for Rs.100/-will be signed by between the SDMC and approved bidder (Successful Bidder) for the work under this TENDER process. The bid submitted by the successful bidder shall form part of the agreement.

16. Validity of Bid:

- (i) Validity of bids shall be 120 days to be counted from date of opening of financial bids. SDMC reserves its right to seek extension of bid validity from the bidder(s) beyond the original bid validity period mentioned in the TENDER document.
- (ii) It is clarified that the SDMC shall be free to reject any bid or a part of it (including the lowest one) without assigning reasons for it
- (iii) No bid received after the stipulated date & time shall be considered.
- (iv) If any bidder chooses to send the bid by post and it does not reach in time, the SDMC shall not be responsible for it.
- (v) The TENDER form(s) and Schedules(s) attached to it must be filled in by ink/typed and they must be legible.
- (vi) If some of the document/Schedules(s) is/are missing, the SDMC has the right to reject the bid as INVALID.
- (vii) Any conditional bid will be summarily rejected.

17. Risk and Cost Clause:

It is clarified that satisfactory supplying of the required quantity of PPC Cement at designated place would be the essence of the agreement to be signed by and between the parties in pursuance of this Tender process. If the performance of Successful Bidder is not found to the satisfaction of the SDMC, and if it is observed by the SDMC that performance of the Successful Bidder is not improving in spite of opportunities given to it, the SDMC would be free to get the services or a part of the services from another source at the risk and cost of the Successful Bidder.

18. Dispute/Litigation/Jurisdiction:

- (i) Any dispute, difference, controversy/claim (dispute) which may arise between the parties out of or in relation to or in connection with this agreement or the breach, termination, effect, disagreement or as to the rights, duties and rights hereunder, other than a dispute for which a provision is specifically made in this agreement shall be settled by the parties in the first instance by mutual negotiation and agreement between the parties and such other representatives of the parties as the parties may wish. If for any reasons, such dispute cannot be resolved amicably by the parties, the same shall be put up before dispute resolution committee.
- (ii) For settlement of disputes (if any), a Dispute Resolution Committee (DRC) consisting of one representative the contractor/agency and one Superintending Engineer, SDMC shall be formed and the same shall be presided by Chief Engineer, SDMC. The decision of the DRC shall be binding on the both parties i.e. the agency and the department
- (iii) The courts at Delhi shall have the exclusive jurisdiction over all matters arising out of this tender process or out of Agreement pursuance to it.
- (iv) There is no scope of arbitration under this contract.

