

NOTICE INVITING TENDER (E – TENDERING MODE)

(For General Works)

Executive Engineer (E), Electrical Division no. 1 on behalf of Delhi Development Authority invites online percentage rate bids from approved & eligible contractors of DDA, CPWD, BSNL, Railways and those of appropriate list of MES and P & T in Two Bid System fulfilling the eligibility criteria for the following works:-

1.	NIT No.	:	09/EE/ELD-1/DDA/NIT/2023-24
2.	Name of work	:	M/o completed schemes under NA-II (Hort. Zone).
3.	Sub Head	:	Initial repairing/replacement & comprehensive maintenance of air Conditioners installed in CCTV control rooms located in Yamuna Flood Plain area.
4.	Estimated Cost	:	Rs.2,93,919/-
5.	Earnest Money Deposit	:	Rs. 5,878/-
6.	Period of completion	:	12 Months
7.	Date & time of Pre-Bid (if applicable)	:	**
8.	Publish Date	:	05.08.2023
9.	Bid submission start date & time, scanning & uploading UTR of RTGS / NEFT against EMD, proof of payment for processing fee & other documents as mentioned in NIT	:	05.08.2023
10.	Bid submission end date & time, scanning & uploading UTR of RTGS / NEFT against EMD, proof of payment for processing fee & other documents as mentioned in NIT	:	14.08.2023 upto 3.00 PM
11.	Technical Bid opening date & time	:	16.08.2023 at 3.30 PM
12.	Time & date of opening of price bid	:	To be notified after qualification of eligible agencies.

The enlistment of the contractors should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.

1. The work is estimated to cost **Rs.2,93,919/-**-this estimate, however, is given merely as rough guide.
2. Agreement shall be drawn with successful bidder on prescribed form No. CPWD 7 which is available on Govt. of India Publication and also available on website www.cpwd.gov.in. Bidder shall quote his rates as per various terms and conditions of the said form which will form part of the agreement. The time allowed for carrying out the work will be **12 Months from** the date of start as defined in Schedule "F" or from the first date of handing over the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.

3. List of Documents to be scanned and uploaded within the period of tender submission:

- (i) The unique transaction reference of RTGS / NEFT against EMD
- (ii) Enlistment certificate.
- (iii) Electrical License.
- (iv) Registration for e-tendering annual charges.
- (v) Affidavit regarding non-execution of similar work on back to back basis.

"I/we undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of the Department, then I/we shall be debarred for tendering in DDA in future forever. Also, if such a violation comes to the notice of the Department before the date of start of work, the Engineer-in-charge shall be free to forfeit the entire amount of earnest money deposit / performance guarantee."

- (vi) Certificate of Registration for / under GST. Acknowledgement of up to date filed return, if required.
- (vii) Copy of duly signed tender acceptance letter on agency letter pad.
- (viii) Copy of duly signed Letter of Transmittal on agency letter pad.
- (ix) ESIC and EPF registration copy. (Note: An undertaking on ₹50/- non-judicial stamp paper in case not applicable as per prescribed format H & L-1 tenderer will submit original copy in ELD-1/DDA.)
- (x) An undertaking on Rs.100- non-judicial stamp paper under Article-4 affidavit mentioning NIT No. & name of work that bidder has not been blacklisted from tendering process by any Govt. organization, PSU etc. (As per prescribed format G) (Note:- One undertaking stamp paper will be used for one work. Same stamp paper not to be used in multiple NIT's. If found in multiple NIT the tender shall be summarily rejected). L-1 tenderer will submit original copy in ELD-1/DDA.
- (xi) Undertaking regarding uploading of all required documents and technical scrutiny will be done solely on the basis of uploaded documents as per format I.
- (xii) Corrigendum to tender uploaded before opening of tender (if any).
- (xiii) Any other documents.

4. The site for the work is available.

5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen on website www.dda.org.in or central public procurement portal [https:// eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app) free of cost.

Note: Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online tendering process as per details available on the website. The intending bidder must have valid class-II digital signature to submit the bid.

6. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
7. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
8. Earnest money shall be deposited through RTGS/NEFT in the account of Senior Account Officer Horticulture CAU DDA having SB account No.01201110000010 with HDFC Bank Laxmi Deep building Laxmi Nagar Distt. Centre, Delhi – 110092 Branch (IFSC code HDFC0000120).

The unique transaction reference of RTGS / NEFT shall have To be scanned & uploaded by the bidder in the e-tendering system within the period of bid Submission (The Executive Engineer 01 will get earnest money verified from CAU based On the unique transaction reference number against each RTGS / NEFT payment before the Bids are opened)

- ii) A part of earnest money is acceptable in the form of bank guarantee also. Earnest Money up to Rs.20.00 lacs will have to be deposited through RTGS / NEFT mode. If the amount of E.M is more than Rs.20.00 lacs then the amount of E.M. beyond Rs. 20.00 lacs can be deposited in the form of Bank Guarantee also. Such Bank guarantee is to be scanned and uploaded to the e-tendering website within the period of tender submission.
- iii) Earnest money has to be deposited through RTGS / NEFT mode. Interested contractor who wish to participate in the tender has also to make following payments.
Note: -Bidders registered in Contractor's Registration Board (CRB) of DDA are required to pay the e-tendering annual charges as under:

S. No.	Class of Contractor	Amount to be paid per Annum
1.	Class-I	Rs. 20,000 + GST @ 18%
2.	Class-II	Rs. 16,000 + GST @ 18%
3.	Class-III	Rs. 14,000 + GST @ 18%
4.	Class-IV	Rs. 10,000 + GST @ 18%
5.	Class-V	Rs. 6,000 + GST @ 18%

The bidders (Contractors/consultants) who are not registered in DDA and wish to bid in DDA tenders are required to pay annual charge of e-tendering to Secretary CRB, DDA in prescribed form as under: -

S. No.	Cost of Work	Amount to be paid per Annum
1.	Up to Rs.15.00 Lac	Rs. 6,000 + GST @ 18%
2.	Above Rs.15.00 Lac to Rs. 20 Crore	Rs. 20,000 + GST @ 18%
3.	Above Rs. 20 Crore	Rs. 50,000 + GST @ 18%

- iv). The unique transaction reference of RTGS / NEFT against EMD shall be uploaded by the tenderer. The same will be confirmed from Horticulture CAU DDA Zone. Only after confirmation of EMD deposited in DDA account from CAU, the financial bid will be opened.

Note: - "The bidder will use one UTR for one work only. In case it is found that he has used one UTR number for different bids, the entire bid submitted by him will be rejected and he will be debarred from further bidding in DDA in future."

- v). Online bid documents submitted by intending bidders shall be opened only of those bidders whose documents scanned and uploaded are found in order.
The bid submitted shall be opened at 03:30 pm on
- vi) **Pre Bid conference shall be held in the chamber of EE(E) ELD-1 DDA at DDA office Complex Shakarpur on at AM/PM to clear the doubt of intending tenderers, if any**
9. The bid submitted shall become invalid if
- (i) The bidder is found ineligible.
- (ii) The bidder does not upload all the documents (including GST registration) as stipulated in the bid documents.
- (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of the bid and hard copies as submitted physically by the lowest bidder in the office of tender opening authority.
- (iv) If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above / below on the total amount of the tender or any section / sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

10. The contractor, whose bid is accepted, will be required to furnish performance guarantee of 3% (Three percent) of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs.10,000/-) or Deposit at call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs.1,00,000/- or Government securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled bank or the State Bank of India in accordance with the prescribed form. **In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The letter of commencement will be issued after receiving of PBG. However, the PG deposited by the agency will be got verified from the issuing bank. The Earnest Money deposited along with bid shall be returned only after receiving confirmation from the issuing bank of the aforesaid performance guarantee. In case any discrepancy is found in verification of PBG, the EMD shall be forfeited and the agency will be debarred from further tendering in this Division.**

The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses / registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board and Programme chart (Time and Progress) within the period specified in schedule F.

11. The description of the work is as follows:
Name of Work:- M/o completed schemes under NA-II (Hort. Zone).
Sub Head : Initial repairing/replacement & comprehensive maintenance of air Conditioners installed in CCTV control rooms located in Yamuna Flood Plain area.

Intending bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be

responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract document. Submission of a bid by 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 of conditions and rates at which stores, tools and plant etc will be issued to him by the government and local conditions and other factors having a bearing on the execution of the work.

12. The competent authority on behalf of DDA does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
13. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
14. The competent authority on behalf of DDA reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted
15. The contractor shall not be permitted to bid for works in the DDA Circle (Division in case of contractors of Horticulture/Nursery category) responsible for award and execution of contracts in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives of any gazetted officer in DDA or in the Ministry of Urban development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department
16. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from the Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found anytime to be such a person who had not obtained the permission of the DDA as aforesaid before submission of the bid or engagement in the contractor's service.
17. The bid for the works shall remain open for acceptance for a period of **Seventy-Five (75)** days from the date of opening of price bid. If any tenderer withdraws his tender the following action can be taken as per merit.

<p>(i) If the tenderer withdraw his offer within validity period or before issue of letter of acceptance whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not</p>	<p>The DDA shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said Earnest Money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.</p>
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acceptable to the department.	
(ii) If contractor withdraws his offer After issue of letter of intent or fails to Deposit full performance guarantee.	Earnest money deposited by the contractor shall be forfeit absolutely & disciplinary action as deemed fit shall be taken by department against the contractor.
(iii) If the Contractor withdraw his offer immediately after the award of work.	The Earnest money as well as Performance guarantee deposited by the contractor shall be forfeited absolutely.
(iv) If the Contractor withdraw his offer after taking over possession of site.	It is deemed that the Contractor has entered into Agreement and to penalize the Contractor for not completing the work within the stipulated period will be taken against the Contractor. if he abandons the site after taking over the possession of the site from the Engineer in charge. For taking action under Clause 2 & 3 , the only documentary proof required will be the document showing signature of the Contractor or his authorized representative for taking over the possession of site. It is further clarified that action under Clause 2 & 3 of the Agreement attracted even though the Contractor fails to sign the Agreement on Rs.100/- non-judicial stamp paper but do not start work from the fifteenth day after date on which the order to commence the work is issued to the Contractor. The date of start of the work will be considered as date of taking over the Possession of site. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.

Note: No request for withdrawal of tender after opening of technical bid & prior to opening of financial bid will be accepted. Even if an agency request for withdrawal, the same will not be accepted & financial bid will be opened.

18. This 'Notice Inviting Bid' shall form a part of the contract document. The successful bidders/contractor on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of: -
- (a) The Notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
- (b) Standard NIT Form or other Standard form as applicable.

19. For Composite Bids

19.1.1. The Executive Engineer in charge of the major component will call bids for the composite work. The cost of bid document and Earnest Money will be fixed with respect to the combined estimated cost put to tender for the composite bid.

19.1.2. The bid document will include following three components:

Part A: -NIT Form including schedule A to F for the major component of the work, Standard General Conditions of Contract for DDA as amended / modified up to date.

Part B: - General / specific conditions, specifications and schedule of quantities applicable to major component of the work.

Part C: - Schedule A to F for minor component of the work. (SE/EE in charge of major component shall also be competent authority under clause 2 and clause 5 as mentioned in schedule A to F for major components), General / Specific conditions, specifications and schedule of quantities applicable to minor component (s) of the work.

- 19.1.3. The bidders must associate himself, with agencies of the appropriate class eligible to bid for each of the minor component individually.
- 19.1.4. The eligible bidders shall quote rates for all items of major component as well as for all items of minor components of work.
- 19.1.5. After acceptance of the bid by competent authority, the EE in charge of major component of the work shall issue letter of award on behalf of the DDA. After the work is awarded, the main contractor will have to enter into one agreement with EE in charge of major component and has also to sign two or more copies of agreement depending upon number of EE's in charge of minor components. One such signed set of agreement shall be handed over to EE in charge of minor components (s). EE of major component will operate Part A and Part B of the agreement. EE in charge of minor component (s) shall operate Part C along with Part A of the agreement.
- 19.1.6. Entire work under the scope of composite bid including major and all minor components shall be executed under one agreement.
- 19.1.7. Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works.
- 19.1.8. The main contractor has to associate agency (s) for minor component (s) conforming to eligibility criteria as defined in the bid document and has to submit detail of such agency (s) to Engineer – in – charge of minor component (s) within prescribed time. Name of the agency (s) to be associated shall be approved by Engineer – in – charge of minor component (s).
- 19.1.9. In case the main contractor intends to change any of the above agency / agencies during the operation of the contract, he shall obtain prior approval of Engineer-in-charge of minor component. The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case engineer-in-charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.
- 19.1.10. The main contractor has to enter into agreement with contractor (s) associated by him for execution of minor component (s). Copy of such agreement shall be submitted to EE in charge of each minor component as well as to EE in charge of major component. In case of change of associate contractor, the main contractor has to enter into agreement with the new contractor associated by him.
- 19.1.11. Running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor components shall be made by the Engineer-in-charge of the discipline of minor component directly to the main contractor.

19.1.12A. **The composite work shall be treated as complete when all the components of the work are complete. The completion certificate of the composite work shall be recorded by Engineer-in-charge of major component after record of completion certificate of all other components.**

19.1.12B. Final bill of whole work shall be finalized and paid by the EE of major component. Engineer (s) in charge of minor component (s) will prepare and pass the final bill for their component of work and pass on the same to the EE of major component for including in the final bill for composite contract.

20. The bid document will include following two components:

Part a: - Notice Inviting Bid form, Contract for work form including schedule A to F for major component of the work, General Conditions of Contract for works.

Part B: - General/specific conditions, specifications and schedule of quantities applicable to major component of the work

21. If any information furnished by the applicant is found incorrect at a later stage, he shall be liable to be debarred from bidding and taking works in DDA. The department reserves the right to verify the particulars furnished by the applicant independently including carrying out inspection of works completed by them.

22. a) It may please be carefully noted that no condition, whatsoever, shall be accepted by the department and the contractor is strictly prohibited from giving conditional bid and if any contractor is not prepared to execute the work at the terms and conditions contained in the bid documents, he is requested not to bid for this work. It may be noted that if any contractor chooses to submit conditional bid in spite of clear direction given above, his bid is liable to be summarily rejected and his full Earnest Money shall stand forfeited. He will also be liable for being debarred from bidding in DDA for a period of six months.

23.(a) GST Purchase Tax, Turnover tax or any other tax on material in respect of this contract shall be payable by the Contractor and DDA will not entertain any claim whatsoever in respect.

(b) All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the Constitution (46th Amendment) Act, 1982, if any further tax or levy is imposed by states, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes / levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Superintending Engineer (whose decision shall be final and binding on the contractors) attributable to delay in execution of work within the control of the contractor

(c) The contractor must produce certification of registration under Delhi G.S.T. Added Tax Act 2017 and Tax clearance certification from the concerned department(s).

24. **Labour Cess:**

Cess under the provision of Building and Other Construction Workers (RE & CS) Act 1996 and the Building and Other Construction Workers Welfare Cess Act 1996 @ 1% of the cost of Construction/Project shall be deducted at source from the bill paid to the Contractor. DDA shall not bear any liability on account of cess being deducted and reimbursed to GNCTD in pursuance of Building and Other Construction Workers Welfare Cess Act, 1996 read with Delhi Building and Other Construction Workers (RE. & CS.) Rules, 2002.

25. Bidders may refer detailed bid notice in e-biding website for any corrigendum/amendments in the bid.
26. DDA will not be responsible for not getting internet connection/power supply while downloading the Electronic bid sheets/documents or while uploading their bids.
- 27.(a) It will be obligatory on the part of the bidder to sign the bid document for all the components. (The schedule of quantities, conditions and special conditions etc.)
- (b) After the award of work the contractor will enter into separate agreement for civil and electrical work with Nodal Engineer-in-charge to be appointed by the competent authority and thereafter will enter into separate agreement with respective Engineer-in-charge under whose jurisdiction work would be executed.

Buglani
04/08/2023
Executive Engineer(Elect.)
Electrical Division No.1/DDA

No.F.13 (37)/EL.D-1/A/C's/DDA/ 1855

Date: 04.08.2023

Copy to:-

1. CE/Horticulture/DDA
2. SE/HCC-3/DDA.
3. FO to CE/Horticulture/DDA.
4. EE/Elect.Divn.2 to 13/DDA.
5. Sr.AO CAU/Hort./DDA.
6. All AE's & AE(Plg.)/Elect.Divn-1/DDA.
7. ASO/Electrical Division No.1/DDA.
8. AAO/Electrical Division No.1/DDA.
9. Notice Board/EL.D-1/DDA.
10. Agreement Copy.

Buglani
04/08/2023
EE(E)/EL.D-1/DDA