

**OFFICE OF THE EXECUTIVE ENGINEER  
SOUTH WESTERN DIVISION NO.5:DDA**

**NIT No. 23 /EE/SWD-5/DDA/08-09**

S.No.	Name of Div. & Address	NIT No.	Name of work	Estimated Cost	Cost of Tender
				Earnest Money	Time allowed.
1.	SWD-5/DDA Sarita Vihar, New Delhi	NIT No.23 /EE/SWD-5/DDA/08-09	Development of Master Plan Green Area at Maa Anand Mai Marg. SH:- Construction of Cycle Track.	Rs.12,93,204/-	Rs.500/-
				Rs.25,864/-	4 Months.

**Executive Engineer  
SWD-5/DDA**

**DELHI DEVELOPMENT AUTHORITY  
PRESS TENDER NOTICE**

Sealed item rate tenders are invited for the following works on behalf of DDA from the approved contractors of appropriate class of **DDA**, on the date mentioned below upto 3.00 P.M. which shall be opened on the same day at 3.30 P.M. at Vikas Sadan, Press Building, DDA Office INA, New Delhi-13, by the respective EE in the presence of the contractors, their authorized representatives.

The tender documents can be obtained on any working day from the date of publication from the **CAU/SEZ, Shahpurjat, New Delhi and Tender Sale Counter**, Press Building Vikas Sadan between 11.00 AM to 3.00 PM on payment of cost of tender (Non-refundable) in cash on production of valid enlistment certificate of registration with contract cell of Sale Tax department of GNCTO and the Tax clearance certificate on Form XI from Office of the Tender Sale Counter/CAU/SEZ and Vikas Sadan and a certificate from the contractor that upto date returns have been filed along with the copies of returns submitted to the Department of Trade and Taxes.

Earnest money should accompany the tender in the form of Call Deposit Receipt or demand draft of schedule bank guarantee by the Reserve Bank of India in favour of AO(CAU)SEZ/DDA. Tender of the contractors who does not enclose the earnest money in the prescribed manner shall be summarily rejected. The Agency Shall submit a performance guarantee of 5% of the tender amount in the form of Govt. Securities or FDR of Guarantee bond of any scheduled Bank S.B.I. within 15 days of issue of letter of award.

S.No.	Name of division & Address	Name of work	Estt. Cost	Time allowed
			Earnest Money	
			Cost of Tender	
1.	SWD-5 Sarita Vihar New Delhi	<b>Development of Master Plan Green Area at Maa Anand Mai Marg. SH:- Construction of Cycle Track.</b>	<b>Rs.12,93,204/-</b>	Four Months
			<b>Rs. 25,864/-</b>	
			Rs. 500/-	

DELHI DEVELOPMENT AUTHORITY  
NOTICE INVITING TENDERS

**Division : SWD-5/DDA**

**Sub Div.VI**

Tenders in the prescribed form are hereby invited on behalf of the Delhi Development Authority for:

**Name of the work: Development of Master Plan Green Area at Maa Anand Mai Marg.  
SH:- Construction of Cycle Track.**

**1. Estimated Cost: Rs. 12,93,204/-**

2. Contract document consisting of the detailed plans, complete specifications, schedule of quantities of the various item of work to be done and a set of conditions of contract can be seen/purchased at the C.A.U/SEZ/Sale Counter, Vikas Sadan between 10 a.m. to 3 pm every day except on Sundays and Public holidays.

(a) The site of the work is available.

3 (a) The tenders shall be placed in sealed covers to be issued by the Divisional Officer duly superscripted the name of work, estimated amount day and date of opening and name of contractor to whom the tender document are sold. These tenders will be submitted by the contractor at following locations:

Vikas Sadan (Ground Floor). For South East Zone, South West Zone, Rohini Zone and Stores Divisions (Civil work only)

Separate boxes are available for submission of tenders for each day of opening. The contractor should ensure that tenders are placed in the proper boxes fixed and provided for a particular day upto 7(Seven) days in advance (including date of opening during 10 a.m. to 5 p.m. except the date of opening when it will be upon 3.00 p.m. only.

(b) Offer can also be sent by the contractor through Registered Post to the Executive Engineer concerned but such offers must reach atleast one day before the date of opening of tenders.

(c) The tenders should be opened by the concerned Ex. Engineers on the date fixed at 3.30 pm at Vikas Sadan. Only registered contractor or one of their authorized representative (having proper authority on letter head of the contractor) will be allowed to enter into the premises where tenders will be opened.

4. The tender documents consisting of plans, specifications, the schedule of quantities of various clauses of work to be done and the set of terms and conditions of necessary documents can be seen in the office of SWD-5/DDA between hours 11.00 am to 03.00 pm from \_\_\_\_\_ to \_\_\_\_\_ on any working day./ Tender documents will be issued during the above mentioned hours on any working day from the office of the CAU/South East Zone/Divisional Office/Sale Counter of Vikas Sadan in payment of the following amount :

- (i) Rs.500.00 in cash as cost of tender (non refundable)
- (ii) Earnest Money of Rs.25,864.00 in cash/receipt Treasury Challan/Deposits at Call receipt of a scheduled Bank/Fixed Deposit receipt of a scheduled bank/demand draft of a scheduled bank issued in favour of AO/CAU/South East Zone / DDA. When amount of earnest money is more than Rs. 5 Lac part of earnest money is acceptable in the form bank guarantee also in such cases minimum 50% of earnest money (but not less than Rs.5 lac) shall be deposited in the shape as described above and for balance amount of earnest money bank guarantee will be also be acceptable in favour of AO/CAU/South East Zone, DDA.

5. The contractor should quote in figures as well as in word the rate and amount tendered by them. The amount for each item should be worked out and the requisite totals given.

6. When a contractor signs a tender in an Indian language and the total amount tendered in the case of PWD form Nos. 8 and 12 should also be written in the same language. In the case of illiterate contractor the rate/amounts tendered should attested by a witness.

8. Each tender must be submitted in sealed cover addressed to EE/SWD-5/DDA, Sarita Vihar, New Delhi.

8. (a) The contractor whose tender is accepted shall execute an agreement of Rs.50/- stamp paper retreating his acceptance of the execution of work on the rate and conditions as set in the contract document.

9. The person/persons, whose tender(s) may be accepted (hereinafter called the contractor) shall permit DDA at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 10% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Such deductions will be made and held by DDA by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Security at the rate mentioned above in cash or 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 DDA 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 DDA 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 any sums which may be due to or may become due to the contractor by DDA 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 tendered by the State Bank of India or by Scheduled Banks or Government Securities (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 if deposited in cash at the time of tenders will be treated a part of the Security Deposit.

(a) Government papers tendered as security will be taken @5% (five percent) below its market price or at its face value, whichever is less. The market price of Government paper would be as ascertained by Divisional Officer at the time of collection of interest and the amount to interest of the extent of deficiency in value of the Government paper will be withheld if necessary.

(b) Government securities will include all forms of securities mentioned in rule 274 of the GFR except fidelity Bonds. This will be subject to the observance of the conditions mentioned under this rule against each form of security.

10. The acceptance of a tender will rest with the competent authority who does not bind himself to accept the lowest tender and reserves to himself the authority to reject are liable to be rejected.

11. Canvassing in connection with tenders is strictly prohibited and the tender submitted by the contractor who resort to canvassing shall be liable to rejection.

12. All rates shall be quoted on the proper form of the tender in figure as well as in words.

13. Item rate tender containing percentage below/above will be summarily rejected.

13.(a) It may please be carefully noted that no condition whatsoever shall be accepted by the department and the contractor is not prepared to execute the work at the terms and conditions contained in the tender documents, he is requested not to tender for this work. It may be noted that if any contractor choose to submit conditional tender inspite of clear direction given above, his tender shall be liable to rejected summarily and his full earnest money shall stand forfeited. He will also be liable for being debarred from tendering in DDA for a period of six months.

13.(b) Monthly payment to the contractor will be made when the gross amount of the work done during the previous months is not less than indicated below:

Amount of contract	Gross value of works since previous Bill should exceed.
Over Rs.10 lacs value	Rs. 25,000/-
Over Rs. 2 Lacs upto Rs.10 Lacs	Rs. 10,000/-
Over Rs.50,000 upto Rs. 2 lacs	Rs. 5,000/-
Over Rs.50,000/-	Rs. 2,500/-

14. On acceptance of the tender the name of the accelerated representative of the contractor who would be responsible for taking instructions from the Engineer-In-Charge shall be communicated to the Engineer-in-Charge.

15. Special care should be taken to write the rats in figures as well as in words and the amount in figures only in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figure the word Rs..... should be written before the figure of Rupees and “P” after the decimal figure e.g. Rs. 2.15P and in case of words the words Rupees the word Rupees should be precede and the word paise should be written at the end. Unless the rate is in whole Rupees and followed by the word only it should in variably be in two decimal places.

16. Delhi Development Authority does not bind itself to accept the lowest or any tender and reserves to itself of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at same at the rate quoted.

17. Sales Tax if any or any other tax and cess duty on material in respect of this contract shall be payable by the contractor and DDA will not entertain any claim whatsoever in this respect.
18. A contractor must produce valid certificate of Registration with works contracts call of sales tax department of GNCTD & the tax clearance certificate in form XI (under rule 8(2) of Delhi Sales Tax of Works contract rule 1999) issued by the said call before the tender papers can be sold be him.
19. A Contractor shall not be permitted to tender for works in the DDA Zone responsible for award and execution of contracts) in which any of his near relatives is posted as Divisional Accountant or as an officer in any capacity between the grades of CE and JE (both inclusive) in the DDA. He shall intimate the name of his near relations, if, any, who are working as Gr. A,B or C officers in DDA. He shall also intimate the names of the persons who are working with him in any capacity or who are subsequently employed by him and who are near relatives of any Groups A,B or C officers in the DDA. Any breach of this condition by the contractor would render him liable to action under clause 3 of the agreement. In addition, he would also be liable to be debarred from rendering in future.
20. The contractor shall give a list of non gazetted DDA employees related to him.
21. No Engineer or Gazetted rank or other Gazetted Officer employed in Engineering of Administrative duties in an Engineering Department of the Govt. of India/Delhi Development Authority is allowed to work as contractor for a period of two years of his retirement from Govt. Service/Delhi Development Authority. This contract is liable to be cancelled if either the contractor or any of his employees are found at any time to be such a person who had not obtained the permission of the Govt. of India/Delhi Development Authority as aforesaid before submission of the tender or engagement in the contractor's service. The Engineering Department of Govt. of India includes the Engineering Department of DDA, CPWD, MES, P&T, NDMC, MCD, DWS&SD.
22. The tender for works shall remain open for acceptance for a period of sixty days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance whichever earlier or makes any modification in the terms and conditions of the tender which are not acceptable to the Department then the DDA shall without prejudice to any other right or remedy be at liberty to forfeit 50% of the said earnest money as aforesaid.
23. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered for the same work. Failure to observe this condition would render the tender of the contractor tendering as well as witnessing the tender liable to summarily rejection.
24. Approved and eligible contractors of CPWD and those of appropriate class of DDA P&T Civil Wings and MES are also eligible to tender.

25. The facility of exemption from depositing the earnest money by virtue of executing the bond was withdrawn w.e.f. 20.12.1989 and all the bond stands cancelled from this date. Each intending tenderer has to deposit the required earnest money with individual tenders as mentioned in para-8.
26. While quoting the rate in schedule of quantities the work only should be written closely, following the amount and it should not be written in the next line.
27. The tender for the composite work includes the building portion, sanitary, water supply and drainage work.
28. The tenderer apart from being a class IB&R Contractor, must associate himself with agencies of the appropriate class which are eligible to tender for Sanitary and water supply installation.
29. The contractor shall submit the list of work which are in hand (progress).

**PERFORMA FOR CLAUSE – 29**

Name of work	Name and particulars of division where the work is being executed	Amount of work	Position of work in progress	Remarks

30. The tenderer shall inspect and study the drawings referred to in the tender documents in the office of the Executive Engineer before and for the purpose of submitting the tender.
- 30A. In the case of item rate tender invited on form PWD-8 the contractor should quote his rates only in one language, i.e. either in Hindi or English. Rates should be quoted in figures as well as in word. In case a contractor has quoted rates in both the languages and the rates so quoted differ or the rate quoted in words and figure differ, then the lowest rates quoted by the contractor shall be treated as the rate quoted by the contractor.
31. That only scaled tenders in the envelop duly prescribed name of work, date of opening and the name of division shall only considered and accepted. Envelop shall be given along with the tender by the tender clerk at Sale counter.
32. It has further been observed by CTE that in particular tender the contractor did not quote rate for a particular item. However, as per tender condition, tender in which any of the prescribed conditions are not fulfilled or incomplete in any respect, such tender are liable to be rejected. Instead of rejecting such incomplete tender or adopting “Nil” rate where contractor did not quote, justified rate observed to have been paid to the contractor, thus extending undue benefit to the contractor.



Therefore, it is enjoined upon all concerned that the tender in which any of the prescribed conditions are not fulfilled and/or the tender which is incomplete in any respect, shall be rejected. Wherever the contractor has not mentioned any rate against any item(s), the rates against such item(s) shall be treated as ‘Nil’ for evaluation/ execution purpose.

**ADDITIONAL CLAUSE**

1. Cases of withdrawal of offer

(i) If the contractors modifies/withdraw their offer within 90 days of quoting the rates.

(ii) If the contractor withdraw his offer immediately after the award of work.

(iii) If the contractor/agency with draw his offer after award of work after taking over.

(iv) The quotation of the work/supply shall remain open for a period of 60 days from the date of opening of quotation. The DDA shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money if any quotationer withdraws this quotation before the said period or makes any modification in the terms and conditions of the offer which are not acceptable to the department and to forfeit the whole of the earnest money if the quotationer whose quotation is accepted fails to commence the work/supply specify in the NIT along with changes in the scope if any) in the prescribed time or abandons the work/supply before its completion.

Action to be taken

The earnest money deposited by the contractor shall be forfeited 50% of the earnest money.

The earnest money deposited by the contractor shall be forfeited absolutely.

It is deemed that the contractor has entered into contract and the action under clause 2 & 3 of the agreement i.e. taking up work at the risk and cost of the contractor 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 possessions of the site from the Engineer-in-charge. For taking action under clause 2 & 3 the only documentary proof required will be the documents showing signature of contractor or his authorized representative for taking over the possessions of site. It is further clarified that action under clause 2 & 3 of the agreement is attracted even through the contractor fails to sign the agreement of Rs.50/- non-judicial stamp paper but do not start the work from the tenth day after the date on which the order to commence the work is issued to contractor. The date of start of the work will be considered as date of taking over the possession of site. In case of tender for supply of material the documentary proof for start of work will be the submission of samples for approval to Engineer-in-charge i.e. in case the supply order is given to the contractor and if he fails to supply the material or submit the samples of Engineer-in-chief, then the action to be taken against the contractor is only the forfeiture of earnest money and if he submit the samples for supply and thereafter abandons the work of fails to supply the materials then action under clause 2 & 3 is attracted.

Signature of .....Divisional Officer  
For and behalf of.....DDA

Dt. NewDelhi.....2008.

Copy forwarded to:

1. The Secretary, Contractor's Association, Vikas Kuteer, DDA & Central PWD "Y" shape Building I.P. Estate, New Delhi. The receipt of this notice may please be acknowledged under seal of Association's Office.
2. The all SES Circle No..... DDA, New Delhi.
3. The all EEs, Division No..... DDA, New Delhi.
4. Notice Board, Chief Engineer's New Delhi
5. Divisional Accountant, Division No..... DDA, New Delhi-6
6. Asst. Engineer, Sub Divn. No..... Division No..... DDA, New Delhi
7. Head Clerk for recording a copy in the work file.
8. Director (System), DDA for displaying the NIT on DDA website.

Executive Engineer  
SWD-5/DDA

SCHEDULE OF QUANTITY

Name of work:- Development of Master Plan Green Area at Maa Anand Mai Marg.  
SH:- Construction of Cycle Track.

Estimated Cost: Rs.12,93,204/- (Based on DSR-2007)  
EMD:- Rs. 25,864/-  
Time allowed: Four Months.

S.No.	Description of Item	Qty.	Unit	Rate	Amount
1.	Excavation work in foundation trenches or drains not exceeding 1.5m in width or 10 sqm. on plan including dressing of sides and ramming of bottoms, lift upto 1.5m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50m. (a) Ordinary rock.	77.00 Cum.	Cum.		
2.	Earth work in excavation by mechanical means (Hydraulic excavator)/ manual means in foundation trenches or drains (not exceeding 1.5m in width or 10 sqm. on plan) including dressing of sides and ramming of bottoms, lift upto 1.5m including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50m. (a) All kinds of soil.	77.00 Cum.	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 50m and lift upto 1.5m.	28.00 Cum.	Cum.		
4.	Surface dressing of the ground including removing vegetation and in-equalities not exceeding 15cm deep and disposal of rubbish lead upto 50m and lift upto 1.5m. (a) All kind of soil.	6090.00 Sqm.	100 Sqm.		
5.	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering – All work upto plinth level. (a) 1:5:10 (1 cement: 5 coarse sand: 10 graded stone aggregate 40mm nominal size).	42.00 Cum.	Cum.		
6.	Supplying and filling of earth in layers not exceed 20cms in depth breaking clods-watering and rolling each layer with wooden or steel rammer and dressing up filling of ground depression for a lead of 16 Km. including excavation royalty and carriage at site etc. complete as per direction of Engineer-in-charge.	500.00 Cum.	Cum		

S.No.	Description of Item	Qty.	Unit	Rate	Amount
7.	Making bajri path including preparation of sub-grade supplying and laying brick aggregate of 50mm nominal size 7.5cm. deep with blinding material consisting of 12mm moorum and 12mm bajri consolidated with road roller.	5600.00	Sqm.		
8.	Providing and fixing precast machine made cement concrete kerb stone of size 300x300x150mm with or without cavity on one side of kerb stone manufactured by M-15, grade concrete using G.R.P. moulding vibro compaction process to achieve smooth finished as per the sample approved by the Engineer-in-charge including fixing with 10mm thick cement mortar 1:3 (1 cement: 3 coarse sand) at bottom and 10mm thick pointing all around with cement mortar 1:3 (1 cement: 3 fine sand) including making drainage opening wherever required.	2800.00	Meter		

**STIPULATED MATERIAL:-**

1. Cement: 9.00 MT @ Rs.5175/- per MT.

**Executive Engineer  
SWD-5/DDA**