

BIDDING DOCUMENT FOR

Providing, installation and maintenance of 2000 nos. of road side Stainless Steel (S.S) Bins of 100 ltrs capacity with frame and necessary tilting and spring controlled locking arrangement having proper garbage drop openings/ outlets with fly proof covers as per the approved sample in different zones of NDMC.

Issued by:

Department of Environment Management Services

North Delhi Municipal Corporation

**Dr. B.R. Ambedkar Stadium:
Delhi Gate: Delhi-02**

North Delhi Municipal Corporation
Department of Environment Management Service (DEMS)

No. D-223/EE/DEMS/I/NDMC/2014-15/RFP/2

Dated: 17.11.14

INVITING OFFERS FOR PROVIDING, INSTALLATION AND MAINTENANCE OF
“ROAD SIDE STAINLESS STEEL (S.S) BINS” OF 100 LTRS CAPACITY

A Scheme for “Providing, installation and maintenance of 2000 nos. of road side Stainless Steel (S.S) Bins of 100 ltrs capacity with frame and necessary tilting and spring controlled locking arrangement having proper garbage drop openings/ outlets with fly proof covers as per the approved sample in different zones of NDMC.” has been introduced for proper upkeep the sanitation on the road sides.

The interested firms/agencies/supplier may submit their proposal as required by the department mentioned in the RFP document. The bidders eligibility criterion, experience and financial capability along with scope of work, specification, detailed terms & conditions etc., has been mentioned in detail in the RFP document.

Experience of the bidder as sub contractor shall not be considered for technical qualification. The bidder is requested to go through the RFP carefully before submitting his/her bid in the matter.

The RFP may be obtained from MCD web site www.mcdonline.gov.in & <http://mcdetenders.com>. Last Date for download of the document is 12.12.2014 upto 3:00 PM. In case of the downloaded forms, the cost of tender documents i.e. Rs 1500/- in the form of Demand draft/Pay order drawn in favour of Commissioner, North Delhi Municipal Corporation, payable at New Delhi should be furnished, in the office of Executive Engineer (DEMS) I, Room No. 31, Dr. B. R. Ambedkar Stadium, Delhi Gate, Delhi-02; latest by 12.12.2014 upto 3:00 PM.

The bidder shall submit his/her bid as per RFP in the office of Ex. Engineer (DEMS) I, NDMC, Room No. 31, Dr. B.R. Ambedkar Stadium, Delhi Gate – 02, latest by 30.12.2014 upto 3:00 PM. The Technical bid shall be opened in presence of prospective bidder on 30.12.2014 at 3:01 PM.

- Amount of Earnest Money to be deposited: DD/Pay order of Rs. 2, 50,000 /- [Two Lacs Fifty Thousand only/-], in favour of Commissioner NDMC payable at Delhi.

Further clarifications, details can be obtained either on e-mail eedems1ndmc@gmail.com or on telephone No. 9717787037.

Ex. Engineer (DEMS) – I

NAME OF WORK: Providing, installation and maintenance of 2000 nos. of road side Stainless Steel (S.S) Bins of 100 ltrs capacity with frame and necessary tilting and spring controlled locking arrangement having proper garbage drop openings/ outlets with fly proof covers as per the approved sample in different zones of NDMC.

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DISCLAIMER

NAME OF WORK: Providing, installation and maintenance of 2000 nos. of road side Stainless Steel (S.S) Bins of 100 ltrs capacity with frame and necessary tilting and spring controlled locking arrangement having proper garbage drop openings/ outlets with fly proof covers as per the approved sample in different zones of NDMC.

The information contained in this Bidding Document (BD) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of NDMC or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this BD and such other terms and conditions subject to which such information is provided.

This BD is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this BD is to provide interested parties with information that may be useful to them in the formulation of their application for Proposal pursuant to this BD (the “**Application**”). This BD includes statements, which reflect various assumptions and assessments arrived at by NDMC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This BD may not be appropriate for all persons, and it is not possible for NDMC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this BD. The assumptions, assessments, statements and information contained in this BD may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this BD and obtain independent advice from appropriate sources. Information provided in this BD to the Applicant(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NDMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

NDMC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this BD or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the BD and any assessment, assumption, statement or information contained therein or deemed to form part of this BD or arising in any way with pre-Proposal of Applicants for participation in the Bidding Process. NDMC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this BD.

NDMC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this BD.

The issue of this BD does not imply that NDMC is bound to select or to appoint the selected Bidder or Contractor, as the case may be, for the Project and NDMC reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and NDMC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

Important

1	Conditional Proposals shall be summarily rejected.
2	The offer shall be valid for a period of one year from the date of opening of financial bids of RfP or from the date of negotiation whichever is later.
3	<p>The bidder can download the tender documents from the NDMC website :http://mcdonline.gov.in, http://mcdetenders.com or purchase manually. The bidder who is interested to participate in the bidding process should submit the tender document fee of Rs. 1500/- [Rupees One Thousand Five Hundred] (non refundable) in the form of Demand Draft/Pay Order in favour of Commissioner, NDMC before the last date of download/issue/sale of tender i.e. 12.12.2014 up to 3:00 PM.</p> <p>Only those bidders who submit the tender document fee of Rs. 1500/- before the last date of download/issue/sale of tender i.e. 12.12.2014 upto 3:00 PM shall be eligible to participate in the tendering process.</p>
4	There will be a pre-bid meeting with the prospective bidders on 15.12.2014 at 3:00PM in the Office of Engineer-in-Chief (DEMS), North Delhi Municipal Corporation, to address the queries, in connection with the RfP document. It is essential that all queries by the bidders be submitted to the Executive Engineer (DEMS) I, North Delhi Municipal Corporation, at least three days before the date of pre-bid meeting. After review of queries received during pre-bid meeting; NDMC has sole discretion to suitably modify the RfP, based on the minutes of the pre-bid meeting.
5	<p>Offers complete in all respects shall be submitted on or before 30.12.2014 up to 3:00 PM. The submission shall be made through e-tendering system or manually as per the format prescribed in this RfP clearly super scribed as “PROPOSAL SUBMISSION FOR Providing, installation and maintenance of 2000 nos. of road side Stainless Steel (S.S) Bins of 100 ltrs capacity with frame and necessary tilting and spring controlled locking arrangement having proper garbage drop openings/ outlets with fly proof covers as per the approved sample in different zones of NDMC” and should be submitted in the office of Executive Engineer (DEMS) I, NDMC, Room No.31, Gate No.9, Ambedkar Stadium, Delhi Gate, Delhi – 110002, India.</p> <p>Proposal Security/EMD of Rs. 2,50,000/- (Rs. Two Lacs Fifty Thousand only) in favour of Commissioner, NDMC shall be paid as Demand Draft/ Pay Order along with the offer. Technical submissions are to be opened on the Proposal Opening Day in presence of the Bidder(s)/ or their representative(s), whoever wishes to be/ is present. However, the financial submissions will be opened at a later date, which will be duly notified to the eligible Bidders.</p>
6	The bidder should submit the sample along with the bid submission as per specification provided in the tender document. Financial bid will be opened only for those bidders whose sample is approved by designated committee. Without submit of sample, the bid will be out rightly rejected. (Name of agency should be clearly mentioned on the sample)
7	<p>Performance Security of Rs. 10,00,000/- (Rs. Ten lacs only) shall be submitted in the form of Demand Draft/ Pay Order/ Bank Guarantee [from a nationalized/ scheduled Indian Bank] by the successful Bidder at the time of signing of contract with the North Delhi Municipal Corporation. The Performance Security shall be kept valid for entire contract Period.</p> <p>The time of completion for providing and installation bins in all respect is 120 days from the date of signing of the agreement. The maintenance period is of 5 years from the Date of signing of Agreement.</p> <p>If the Contractor fails to commence/ complete the work even after the expiry of the prescribed Period, a penalty of Rs. 500 per day per bin will be charged. The installation period may be extended for a period of maximum 1 months by imposing the penalty. If the Contractor fails to complete the work within extended period, performance security shall be forfeited by NDMC absolutely, in full and work will be taken up by the NDMC at the risk and cost of contractor/agency.</p>
8	Technical specifications, eligibility criteria, Scope of Work, terms and conditions and other details for submitting the Proposal are described in the RFP document. The Commissioner, North Delhi Municipal Corporation reserves the right to reject any or all offers in full or part thereof.

	<p>Executive Engineer (DEMS) I North Delhi Municipal Corporation Room No 31, Gate No 9 Ambedkar Stadium, Delhi Gate Delhi – 110 002, India Mobile: 9717787037</p>
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1.0 INTRODUCTION

The North Delhi Municipal Corporation (NDMC) intends to install road side litter bins in different zones of NDMC of 100 liters capacity, near the markets places, mandies, schools, religious buildings, bus stops and other places where there is large gathering of people etc. to prevent the littering of the garbage by the public in open due to non-availability of bins on the roads. A decision was taken in the meeting to install the road side litter bins in different zones of NDMC so that the public can use these bins and the littering could be prevented and sanitation could be improved.

North Delhi Municipal Corporation (NDMC) invites sealed bids for Providing, installation and maintenance of 2000 nos. of road side Stainless Steel (S.S) Bins of 100 ltrs capacity with frame and necessary tilting and spring controlled locking arrangement having proper garbage drop openings/ outlets with fly proof covers as per the approved sample in different zones of NDMC depending upon the requirement from experienced and competent agencies with sound technical and financial capabilities fulfilling the Qualification Criteria stated in the RfP.

The Contractor before tendering should visit the sites in various zones and acquaint him with the nature of the work, the accessibility of site, services and all other details connected with the work. The contract document consist of detailed scope of work, specifications, terms & conditions and any other information required in this work can be had from the office of the undersigned, whose address is given in the NIT. The submission of the tender by the contractor implies that he has read the tender notice, conditions of tender and all other contract conditions and has made himself aware of the standards and procedure in this respect laid down in the relevant Indian Standards codes of practice and latest CPWD specifications and made himself aware of scope , services to be provided and specifications of the work to be done and has satisfied himself regarding approaches to the site of work and other difficulties and no claim on the ground of ignorance of any such details shall be entertained at any time.

2.0 SCOPE OF WORK

The North Delhi Municipal Corporation (NDMC) intends to install the road side litter bins in different zones of NDMC so that the public can use these bins and the littering could be prevented and sanitation could be improved in the area of various zones of NDMC from the interested parties i.e. a company/ firm/ proprietorship firm/ supplier/agency, having adequate experience and financial capability described in the RFP.

The work shall consist of providing, installation and maintenance of 2000 nos. of road side Stainless Steel (S.S) Bins of 100 ltrs capacity with frame and necessary tilting and spring controlled locking arrangement having proper garbage drop openings/ outlets with fly proof covers as per the approved sample in different zones of NDMC. The detailed specification of the bins and installation is given in detail in the RFP document. The sample will be approved by the Engineer-in-charge.

NDMC will enter into a Contract Agreement with the Contractor for Providing, installation and maintenance of 2000 nos. of road side Stainless Steel (S.S) Bins of 100 ltrs capacity with frame and necessary tilting and spring controlled locking arrangement having proper garbage drop openings/ outlets with fly proof covers as per the approved sample in different zones of NDMC depending upon the requirement including 5 Years Annual Maintenance Cost (AMC) of approved size, design AND specification. The location will be identified at zonal level by the DC of the zones

where these bins could be installed as per the requirement. During the contract period the contractor shall carry out the services as per the technical specifications, performance standards and guidelines given as part of the Contract Agreement. The site(s) shall be handed over to the successful bidder on 'as is where is' basis after award of the work as per the requirement.

After installation of bins the same would be handed over to the sanitation staff and the operation will be made departmentally by the sanitation staff i.e. Collection and transportation of waste collected in these bins to the nearby waste storage depots by using departmental auto rickshaws, rickshaws, wheel barrows etc. In case of any theft, damage, loss or manufacturing defect etc. the same will be reported by the SS of the zone or any designated officer of NDMC to the contractor and the contractor shall rectify/ replace the bins within the stipulated time as per RFP throughout the contract period i.e. AMC period. The bins shall be installed as per the detailed design, drawings and specifications approved by the Department. It is made clear that lodging FIR is the responsibility of the Contractor.

The time period for installations of all the bins is 120 days within which the Contractor is expected to complete the supply and installation of all the bins as per the requirements, technical specifications and standards.

The title of interest, ownership and rights with regard to bins installed by the Contractor for NDMC along with fixtures/fittings provided therein and the land allotted by the NDMC shall vest with the NDMC. The bins shall be available to the public for disposal of garbage/ waste, free of charge.

The project scope would include the following major activities:

a) Installation of bins:

- ❖ The successful bidder would be required to Provide, installation and maintenance of 2000 nos. of road side Stainless Steel (S.S) Bins of 100 ltrs capacity with frame and necessary tilting and spring controlled locking arrangement having proper garbage drop openings/ outlets with fly proof covers as per the approved sample in different zones of NDMC depending upon the requirement as per detailed specifications given in the RFP and as approved by the Engineer-in-charge.
- ❖ The bins shall be embossed with the NDMC logo and printed with other messages if required by the department without any extra cost to the department.
- ❖ These bins shall be installed by the contractor at its own cost at location identified by the department as per requirement in the area on the road sides so that bin is available within the reach of the people. The spacing and placing of the bins on a road side or an area may vary depending on the actual requirement of a given area.
- ❖ These bins should be convenient for the public to use and shall be preferably covered from the top, so that they do not create ugly look as well as the rain water do not ingress into them.
- ❖ The specifications of the materials used for their construction shall be approved by the NDMC; and shall be of international standards.
- ❖ NDMC reserves the right, at any time, to modify the requirements of the Scope of Work and request revised Proposals where circumstances so require.
- ❖ The firm shall give a warranty against any manufacturing defect for a period of one year and shall be liable to rectify the same without any extra payment.

- ❖ The third party inspection by NSCI or RITES or any other third party before delivery of the bins will be made as per the standard. The cost will be borne by the contractor. In case any defect/ liability is imposed by RITES necessary deduction/ recovers will be made by the amount of the contractor.
- ❖ In case of any discrepancy/ error/ dispute in schedule of quantity, specification, terms and conditions, IS standards or any dispute on any other matter, the decision of Department shall be final & binding.
- ❖ The department can increase/decrease the quantity of bins on the same rates and terms and conditions of the contract or cancel the quantity of contract in full or part without assigning any reason.
- ❖ DISPUTE: All disputes shall be subject to Delhi Jurisdiction.
- ❖ A report of final inspection will have to be made available for all the works done from a third party to be decided by the Engineer-in-charge, before the release of final payment.

Operations & Maintenance:

After installation of bins the same would be handed over to the sanitation staff and the operation will be made departmentally by the sanitation staff i.e. Collection and transportation of waste collected in these bins to the nearby waste storage depots by using departmental auto rickshaws, rickshaws, wheel barrows etc. The bins installed will remain the property of the NDMC. The bins shall be installed as per the detailed design drawings approved by the Department.

Safety & Security: The supervision of the bins will be the responsibility of the departmental sanitation staff i.e. area SI/ASI or as authorized by the department. In case of any theft, damage, loss or manufacturing defect etc. the same will be reported by the SS of the zone to the contractor and the contractor shall rectify/ replace the bins immediately throughout the concession period of AMC. The AMC period will be initially for 3 years which may be extended for further 2 years from the date of signing of the agreement. During the tenure of the AMC period the damaged bins shall be immediately be repaired/ replaced by the contractor despite whatever the cause of the damage, without any cost to department except the AMC charges payable yearly.

Maintenance: It will include all routine and periodical maintenance works in the Bins i.e. maintenance & servicing and Mechanical repair works in the Bins etc. will be the responsibility of the contractor.

The maintenance of bins for any breakage, damage, theft etc. for AMC period will be the liability of the contractor. The contractor shall get insurance of all the bins at their end and may take claim from insurance company. If required, NDMC will support the contractor for claim from insurance company. However, all the claim/ claim work to be made from insurance authority are to be done by the contractor only to make good the loss after getting the copy of the complaint/ FIR lodged with police authorities in Delhi with respect to missing /damaged/burned /stolen bins. The FIR to be lodged with police authorities would be the responsibility of the contractor after receiving complaints from the sanitation staff.

The NDMC will inform to contractor in writing of any breakage, damage, maintenance required or any loss/ theft and the contractor will rectify/ replace the same within 10 days of receipt of complaint from NDMC. In the contractor does not replace or repair the bins within 10 days of receipt of the complaint a penalty of Rs. 200 per day per bin will be imposed from the contractor running payment bills.

It is to be noted that the contractor cannot deny or express his/her inability to supply the replacement bins/ repair of the bins within stipulated time (i.e. 10 days after receiving of the complaints) in absence of FIR lodged in the police authorities or non-settlement of the claim from the insurance company in respect of missing/ stolen bins. The department will not be responsible in any case for non-settlement of the claim by the insurance company made by the contractor on any ground.

It will be the responsibility of the contractor to ensure that all the bins installed should be functional and in maintained condition throughout the contract period i.e. AMC period from the date of signing of the agreement. Further, it will be the responsibility of the contractor to replace the bins in case of any manufacturing defect.

2.2 The other terms & conditions are detailed as below: -

Terms and Conditions

1. All rates should be quoted in words and figure in metric system including all taxes, levies, cartage etc. complete. Service tax will be paid as applicable.
2. Rates should be quoted in proper tender forms clearly and cuttings, overwriting in rates are strictly not allowed.
3. Tender cost and Earnest Money should be deposited in the form of Pay Order/Bank Draft in FAVOUR of Commissioner, NDMC and Pay Order/Bank Draft of tender cost should be drawn on or before the last date of down load of tender document.
4. Name of Supplier, NIT No., Item No. and Tender No. should be clearly mentioned on the back of the Pay order/Bank Draft.
5. Technical Bid without Tender Cost and Earnest Money will not be opened and Non submission of any documents required for Technical Bid by the bidder/tenderer, tender/bid will be rejected summarily.
6. Municipal Registered Contractors having Delhi Sale Tax/D-Vat number are entitled to tender. The Manufacturer/Authorized Dealer of the item, having Delhi Sale Tax/D-Vat/TIN number is eligible to tender. Non-submission of authenticated proof for the same Technical bid will be rejected summarily.
7. Supply will be taken at part/full on monthly basis as per requirement of the department and contractor will have no objection for the same, as per direction of the Engineer in Charge.
8. If the contractor/supplier supplies inferior material and same is rejected by the Engineer-in-Charge, the rejected material will have to be got removed immediately from (DEMS) Store by the contractor/supplier as decided by the Engineer in Charge within three days after issue of rejection letter thereafter department is not responsible for any loss.
9. Conditional tenders will not be entertained and are likely to be rejected.
10. The Engineer in Charge reserves the right to cancel or reject any tender without assigning any reason thereof.
11. The contractor shall be fully responsible for stacking of material at their own cost and the contractor will be responsible to see that the same is measured soon after the supply is made department will not be responsible for any loss before it is measured.
12. If the rate quoted by the lowest tenderer is found abnormally low, payment to the contractor for the work shall only be made after inspection by quality control cell at different stage & the findings shall be final & binding on the contractor. All testing charges from the independent laboratory shall be borne by the contractor. In case the lowest contractor fails to commence/complete the work within stipulated period failing which the contractor shall be liable for disciplinary action as per provision of the enlistment rule/instruction issued from time to time.

13. The contractor shall be fully responsible for the quality of material supplied up to expiry dated or till stock lasts. The department shall not be responsible in case investigating agency lift the samples and material found below specification and then the contractor will be responsible for replace the material at once and department will not pay for this supply.
14. No extension of time shall be granted if adequate and valid reasons are not given well in time.
15. The contractor shall not be permitted to tender for works in the NDMC circle responsible for award and execution of the contract in which his near relative is posted as Divisional Accountant or the Superintending Engineer or Executive Engineer or Assistant Engineer/Junior Engineer of the Circle in which the work is to be executed. A near relative includes wife, husband, parents, in-laws, children, brothers, sisters, uncles, aunts and cousins.
16. Necessary arrangement of testing shall have to be made by the contractor. For transportation/cartage etc. nothing shall be payable, so rates shall be quoted accordingly.
17. Supply will be taken in accordance with the specification as prescribe in the NIT or as approved by Engineer in Charge. Third party quality check will be done as per circular No. 2816 and 2817 issued by QC cell of erstwhile MCD. Payment of supply will only be made after receipt of satisfactory report from third party, if applicable.
18. The technical specification of bins proposed should be submitted along with the technical bid and shall meet the minimum technical specification as described in the tender document.
19. Joint venture/ consortium are not allowed
20. The bidder must submit an undertaking that he is not blacklisted/ debarred from any Govt. department.

3.0 CONTRACT PERIOD

- a) The AMC period will be for 3 years from the date of signing of agreement which may be extended for further 2 years. The time period for supply and installations of bins will be 120 days within which the Contractor is expected to complete the installation of all the bins in different zones of the NDMC as per the requirements, technical specifications and standards.

3.1 PAYMENT SCHEDULE

The cost of bins and installation will be paid after installation of the bins. The AMC cost will be paid on yearly basis after installation and handing over of bins to the NDMC by the contractor. Service tax will be paid as applicable. Noting extra will be paid on any account.

4.0 THE BID SUBMISSION SCHEDULE WILL BE AS FOLLOWS:

S.no.		Date and Time
1	Date for issue/ download of RfP document along with cost of Rs. 1500/-	12.12.2014 upto 3:00 PM
2	Last date of Download of RFP	12.12.2014 upto 3:00 PM
3	Date of Prebid meeting	15.12.2014 at 3:00 PM
4	Last date for submission of bid and sample	30.12.2014 upto 3:00 PM
5	Date of opening of Technical bid	30.12.2014 upto 3:01 PM

4.1 APPLICATION:

Cost of RfP document:Rs. 1500/- payable in the form of Demand Draft/ Pay Order in favour of Commissioner, NDMC, payable at Delhi. (Non refundable)

Earnest Money:Rs. 2,50,000/- payable in the form of Demand Draft/ Pay Order in favour of Commissioner, NDMC, payable at Delhi.

5.0 BIDDER'S ELIGIBILITY CRITERIA (BEC)

The bidder must submit an undertaking that he is not blacklisted/ debarred from any Govt. department

5.1 Eligibility criteria with respect to experience and financial requirements are as follows:

5.1.1 Experience Criteria

The bidder should have experience of having satisfactorily completed works of supply of metal bins of equivalent capacity or higher as mentioned below: -

- i)
 - a) Three similar works, each of value not less than 65 lacs, or
 - b) Two similar works, each of value not less than 82 lacs, or
 - c) One similar work of value not less than 130 lacs, in the last 10 years ending on the last day of the month previous to the one in which the tenders are invited.
- ii) One work of any nature (either of part of (i) above or a separate one) costing not less than the amount equal to 66 lacs with some Central Government/State Government Department/Central Autonomous Body/Central Public Sector Undertaking).

5.1.2 Financial Criteria

The bidder(s) should have minimum turnover & net worth during last three years [2011-12, 2012-13, 2013-14] as follow:

The bidder should have the bank solvency certificate of Rs. 50.00 lacs. The term Bidder used herein after therefore apply to a single entity/ firm/ supplier/agency.

Turnover: Rs. 60.00 lacs [turn over: Annual Gross Revenue earned by the bidder]

Net Worth: Rs. 20.00 Lacs [net Worth for Company = (Subscribed and paid –up Equity + Reserves) – (Revaluation reserves + Miscellaneous expenditure not written off)]

In case, Financial Statement(s) of the firm are not in Indian Rupees; the conversion to Indian Rupees shall be clearly indicated. In all such cases, the original figures in the relevant foreign currency and the INR equivalent thereof must be given. The exchange rate(s) applied shall be clearly stated. NDMC reserves the right to use any other suitable exchange rate for the purpose of evaluation uniformly for all Applications.

The financial shall be Year 1; 2011-12, Year 2; 2012-13 Year 3; 2013-14.

The Applicant shall provide the audited financial statements as required by this RfP.

- i. Bidder should have average annual financial turnover of minimum **Rs. 60.00 Lacs in last three financial years. Audited/ certified financial statements of the CA is to be attached by the applicant.**

6.0 DISQUALIFICATION CRITERIA

- 6.1 Bidder should not be under liquidation, court receivership or similar proceedings.
- 6.2 The firm shall not be permitted to tender if his near relative is posted as divisional accountant or as an officer in any capacity between grades or Engineer in Chief (NDMC) and Junior Engineer (Both inclusive). He shall also intimate the names of persons if any who are working with him in any capacity or are subsequently employed by him and who are near relative to divisional accountant or of an officer in any capacity between grades or Engineer in Chief (DEMS) and Junior Engineer (Both inclusive). Any breach of this condition by the Contractor would render him liable to reject his/ her bid/ contract.
- 6.3 Any firm, its associates/ subsidiary or any of its companies having the same promoters who has been blacklisted, under litigation or arbitration, by the erstwhile MCD or NDMC or Central/ State Government or any other Govt./ Semi-Govt, and the bar subsists as on the date of Application, would not be eligible to submit an Application. **The bidder should submit an under taking that he is not blacklisted/ debarred from any Govt. department.**
- 6.4 The firm should, in the last seven years, have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral judicial authority or a judicial pronouncement or arbitration award against the applicant, nor been expelled from any project or contract nor have had any contract terminated for breach by such Applicant.
- 6.5 The firm should in the last three years should have not lost its EMD through forfeiture in full or in partial for not executing in any of the Corporation/ Central/ State Government or any other Govt. / Semi-Govt.

7.0 VALIDITY OF PROPOSAL AND EARNEST MONEY

- 7.1 Proposal submitted by any agency shall remain valid for a period of 180 days from the date of submission of RfP or date of negotiation if any, whichever is later. NDMC reserves the right to reject any Bid, [without assigning any reasons] which does not meet this requirement.
- 7.2 All proposals submitted in response to the Bid Document package shall be accompanied by a Earnest Money.
- 7.3 The Earnest Money shall be valid for three months beyond the validity of the proposal.
- 7.4 Any bid not accompanied with an acceptable Earnest Money shall summarily be rejected.
- 7.5 The Earnest Money of the unsuccessful Bidders would be returned after the acceptance of the notice of award to the successful bidder.
- 7.6 The Earnest Money of the successful Bidder will be discharged when the successful Bidder has signed the Contract agreement and has deposited/ furnished the Performance Security.

7.7 The Earnest Money shall be forfeited under the following condition:

- (i) If the Bidder withdraws the Proposal or modifies it after the proposal submission due date or during the period of proposal validity.
- (ii) In case of a successful Bidder, if the bidder fails to sign the CONTRACT Agreement within the stipulated time or fails to furnish the required Performance Security, within the specified period.

7.8 The complete bid document would cost Rs. 1500/- [non refundable] payable in the form of Demand draft/ Pay Order drawn in favour of Commissioner, NDMC payable at New Delhi. The document shall be available on the NDMC web site <http://mcdetenders.com> or at the Office of Executive Engineer (DEMS) I, Room No. 31, Gate No. 9, Ambedkar Stadium, Delhi Gate, Delhi-02.

7.9 In case of the downloaded forms, the cost of bid Document i.e. Rs. 1500/- in the form of Demand draft/ Pay Order drawn in favour of Commissioner, NDMC payable at New Delhi should be furnished, in the office of Executive Engineer (DEMS) I, Room No. 31, Gate No. 9, Ambedkar Stadium, Delhi Gate, Delhi-02 latest on or before the last date and time of purchase/ download of bid documents, failing which prospective bidder will not be allowed to eligible and participate in tendering procedure.

7.10 The Bidding Firm shall bear all costs associated with the preparation and submission of its bid. NDMC shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the selection process.

7.11 Sealed bids with all information and supporting documents shall be submitted up to last date and time specified in para 4.0 above in the Office of Executive Engineer (DEMS) I, North Delhi Municipal Corporation, Room No. 31, Ambedkar Stadium, Gate No. 9, Delhi Gate, Delhi -02. Technical Bid shall be opened at the time and date as specified in para 4.0 above, in the presence of authorized representatives of attending bidders.

7.12 Bids not received by the due date and time shall be rejected irrespective of the time by which the bid is received late and representative of such bidders shall not be allowed to attend the bid opening.

7.13 NDMC shall not be responsible for any expense incurred by bidders in connection with the preparation & delivery of their bids, site visit and other expenses incurred during qualification process.

7.14 NDMC reserve the right to reject any or all bids at their sole discretion without assigning any reason thereof.

7.15 Canvassing in any form by the bidder or by any other bidder on their behalf may lead to disqualification of their Bid.

7.16 NDMC takes no responsibility for delay, loss or non-receipt of bid Document sent by post/ courier.

- 7.17 Telefax/ Email Bids shall not be accepted.
- 7.18 Clarification, if any, can be obtained from Executive Engineer (DEMS) I on mobile no. +919717787037 or on E mail address eedems1ndmc@gmail.com

8.0 BIDDER'S RESPONSIBILITY BEFORE PROPOSAL SUBMISSION

- The Bidder shall be responsible for all of the costs associated with the preparation of the Proposal and their participation in the selection process. NDMC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the selection process.
- All data provided as part of the BD Package is for guidance and general information purpose. The same should be verified by the bidder for use as a part of preparing their bid for the work.
- The bidder shall ensure that the bid is complete in all respects and conforms to all requirements indicated in the BD.
- **Site visit, and Filed Investigations, if any:** The bidder shall visit and examine the site and obtain for themselves, at their own responsibility, all the information and data that may be necessary for submission of offer, and entering into Contract for “Providing, installation and maintenance of 2000 nos. of road side Stainless Steel (S.S) Bins of 100 ltrs capacity with frame and necessary tilting and spring controlled locking arrangement having proper garbage drop openings/ outlets with fly proof covers as per the approved sample in different zones of NDMC”. This BD is intended to guide the bidders in preparing their bid only. NDMC shall not stand guarantee for and shall not be held responsible for any variation in the data, which have been made available in this document. Further clarifications and details, if required, can be obtained from the office of EE (DEMS) I.
- **Costs associated with Visits and Field Investigations, if any:** The costs of visiting the site, and undertaking any further studies and investigations shall be at the Bidder's own expense. The Bidder is advised to make field visits before submitting his proposal through any of his personnel or agent(s).
- **Familiarity with Clearance:** The Bidder should be familiar with the clearances required from various authorities to commence the work. A Bidder shall be deemed to have carried out preliminary checks with relevant authorities.

It would be deemed that by submitting the Bid, the Bidder has:

- Made a complete and careful examination of the bid document
- Obtained all relevant information about the work.
- NDMC shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

- 8.1 The Bidder is expected to examine the Bidding Document, including all

instructions, terms, specifications and in the Bidding Document. Failure to furnish all information required as per the Bidding Document or submission of a bid not substantially responsive to the Bidding Document in every respect could result in rejection of the Bid..

- 8.2 Bidding documents once issued are non-transferable in other name and shall at all times remain the exclusive property of NDMC with a license to the Bidder to use the Bidding Documents for the limited purpose of submitting the bid.

9.0 **AMENDMENT OF BIDDING DOCUMENT**

- 9.1 In case Addendum is issued during the bidding period, Bidder shall consider its impact in his bid. In case Addendum is issued subsequent to receipt of bids, Bidder shall follow the instructions issued along with Addendum with regard to submission of impact on quoted price/ revised price, if any.
- 9.2 NDMC expects Bidder's compliance to the requirements of Bidding Document without any deviation. Any Bid containing exceptions/ deviations to the stipulations/ conditions shall be liable for rejection.

10.0 **AMENDMENT TO BID DOCUMENT PACKAGE**

- 10.1 At any time prior to the deadline for submission of Proposal, NDMC may, for any reason, modify the Bid Document by the issuance of an Addendum.
- 10.2 Any Addendum thus issued will be sent in writing/ email to all bidders and will also be uploaded on the website.
- 10.3 NDMC may, at its discretion, extend the Proposal Submission Due Date.

11.0 **CLARIFICATION FROM BIDDERS**

- 11.1 To facilitate evaluation of Applications, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by the Authority for this purpose.
- 11.2 If an Applicant does not provide clarifications sought under Sub-Clause above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

11.3 **PRE-BID MEETING**

- 11.3.1 To clarify and discuss issues with respect to the Project/s and the RfP, the NDMC will hold a Pre-Bid meeting as per the RfP Time Schedule (RfP Document Part I: Article 6.8, RfP Time Schedule). The Pre-Bid meeting will take place at the office of the Engineer-in-Chief (DEMS) at 6th Level, Dr SPM Civic Centre, Minto Road, New Delhi-110 002, to give clarification on the points mentioned in the RfP document. Suggestions, if any, from

the Bidders shall be taken note of to strengthen and augment the content of the RfP document for the work defined, if found necessary, however, NDMC reserves the right to address only those suggestions that are deemed valuable to improve the content of the RfP document.

- 11.3.2 Attendance of the Bidders at the Pre-Proposal meeting is not mandatory. However, subsequent to the pre-bid meeting, NDMC shall not respond to the requests for clarification or similar queries from any of the bidder(s).
- 11.3.3 NDMC reserves right to incorporate amendments to RfP by including additional points in the document or by deleting existing ones as per decision taken in pre-bid meeting. The NDMC shall announce changes in the form of Addendum to the RfP documentation; in the minutes of the pre-bid meeting without circulating a public advertisement again. The changes shall be binding to all the Bidders irrespective of their presence or absence in the pre-bid meeting. The minutes of the meeting shall be communicated to all Prospective Bidders present in the meeting through e-mail and will also be uploaded on the NDMC website (<http://mcdetenders.com/> and <http://mcdonline.gov.in>)

12.0 UNSOLICITED POST TENDER MODIFICATIONS

- 12.1 Bidders are advised to quote as per terms and conditions of the Bidding Document and not to stipulate deviations/ exceptions. Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/ commercial clarifications and details sought on any deviations, exceptions or stipulations mentioned in the bid unless any amendment to Bidding Document is issued by NDMC. Similarly, no revision in quoted price shall be allowed should the deviations stipulated by him are not accepted by NDMC and are required to be withdrawn by him in favour of stipulation of the Bidding Document. Any unsolicited proposed price change is to render the bid liable for rejection.
- 12.2 Bidder shall quote price after careful analysis of cost involved for the performance of the work considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under SOR/ SOP but is required to complete the work as per scope of work, scope of supply, specifications, standards, Conditions of Contract, or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.
- 12.3 Prices quoted by the Bidder, shall remain firm, fixed and valid till the completion of the Contract performance and will not be subject to variation on any account except as otherwise specifically provided in the Contract documents.
- 12.4 Bidder shall quote/ fill the rate in Rupees in round figure (without any figure in decimal i.e. paisa).
- 12.5 Alternative bids will not be considered.

13.0 LANGUAGE

The Proposal submission and all related correspondences should be written in the English language, only. Supporting documents and printed literature furnished by bidders with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages

in the English language. Supporting materials which are not translated into English may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

14.0 CURRENCIES OF BID & PAYMENT

14.1 Bidders shall quote the prices in Indian Rupees only.

14.2 All payments to be made by NDMC shall be made in Indian Rupees only.

15.0 ARRANGEMENT OF BIDS

15.1 The bid shall be neatly arranged, and typewritten on white paper with consecutively numbered pages. It should not contain any terms and conditions, which are not applicable to the bid. All documents shall be properly indexed and flag marked for easy identification as per the requirements of the Bidding Document.

15.2 The bid and all details submitted by the Bidder shall be signed and stamped on each page by a person legally authorised to enter into agreement on behalf of the Bidder. Corrections/ alterations, if any, shall also be signed by the same person. Bidder shall submit Power of Attorney in favour of the person who signs the bid and subsequent submissions on behalf of the Bidder.

15.3 In the event the specified date of bid submission being declared a holiday for NDMC, the bid shall be submitted by the appointed time and location on the next working day.

15.4 Bidders are requested to submit all the details/ documents, including all the forms numbered Form -A through Form-I attached herewith separately, in the first instance itself so as to complete the evaluation. However, during evaluation, NDMC may request Bidder for any clarification on the bid, additional or outstanding documents. Bidder shall submit all additional documents in one original and one copy.

16.0 PROPOSAL DOCUMENTATION

- The Proposal should have no overwriting except as necessary to correct error made by the bidders themselves, in which case such corrections must be initialed by the person signing the Proposal.
- The Proposal and its copies shall be typed or written in indelible ink and the authorized representative of the Bidder shall initial each page. The person (s) signing the Bid shall initial all the alterations, omissions, additions, or any other amendments made to the Proposal.

17.0 NDMC'S RIGHT TO ACCEPT OR REJECT PROPOSAL

Notwithstanding anything contained in this BD, the Authority reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. NDMC reserves the right to reject any Application and/ or Bid if:

- At any time, a material misrepresentation is made or uncovered, or
- The Applicant does not provide, the supplemental information sought by the Authority for evaluation of the Application, within the time specified by the Authority.

Such misrepresentation/ improper response shall lead to the disqualification of the Applicant/Bidder.

In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, including the Contract thereby granted by the Authority, that one or more conditions of BD have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Contractor either by issue of the LOA or entering into of the Contract Agreement, and if the Applicant has already been issued the LOA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this BD, be liable to be terminated, by a communication in writing by the Authority to the Applicant, without the Authority being liable in any manner whatsoever to the Applicant.

The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to the BD. Failure of the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

18.0 PROPOSAL SUBMISSION

Proposal will be received up to due date and time at the following address:

Office of Executive Engineer (DEMS) I,
North Delhi Municipal Corporation,
Room No. 31, Ambedkar Stadium, Gate No. 9,
Delhi Gate, Delhi -02.
Phone: 9717787037

Any Proposal, which is received after the prescribed deadline shall be returned, unopened.

The bidder should submit the sample along with the bid submission as per specification provided in the tender document. Financial bid will be opened only for those bidders whose sample is approved by designated committee. Without submit of sample, the bid will be out rightly rejected. (Name of agency should be clearly mentioned on the sample)

The bidder shall prepare and submit their proposals in original.

1. The Earnest Money of the required value and in approved format, in original shall be sealed separately in an envelope mentioning: **Envelope – A1** “EARNEST MONEY”

2. The Technical Bid with all certificates/ documents shall be sealed separately in the two envelope (original) mentioning: **Envelope – A2** “TECHNICAL BID”
3. The Financial Proposal shall be sealed separately in the envelope mentioning: **Envelope – B** “FINANCIAL BID”.

The format of Financial Bid is given in Part-II Financial Section, Schedule of Rates.

- All the above envelopes viz. ‘A1’, ‘A2’ and B shall than be sealed in one outer envelope.
- The inner and outer envelopes shall be addressed to Office of Executive Engineer, (DEMS) I, NDMC, at the address given above.
- The inner envelopes shall also indicate the name and address of the Bidder to enable the Proposal to be returned unopened, in case it is late.
- If the outer envelope is not sealed and marked as above, NDMC will assume no responsibility for the misplacement or premature opening of the Proposal.
- NDMC must receive proposals at the address no later than the time and date stipulated.

19.0 LATE BIDS

NDMC will not, accept any Proposal received after the proposal Submission Due Date and Time. Late submission will be summarily rejected.

20.0 EXTENSION OF VALIDITY OF BID

In exceptional circumstances, prior to expiry of the original Proposal Validity Period, NDMC may request the pre-qualified Bidders in writing to extend the Proposal Validity Period for a specified additional period.

21.0 OPENING OF OFFERS

The offers as received shall be opened by NDMC on the date and time of opening as detailed herein above in the presence of bidders who choose to be present. On opening of the main envelope it will be checked if it contains:

- i) Earnest Money (Envelope A1)
- ii) Technical Bid (Envelope A2)
- iii) Financial Bid (Envelope B)

a) The **Envelope – A1** will be opened first and will be checked for its requisite value(s) and format. If the documents do not contain Earnest Money

and cost of Bidding documents, or not of required value or not in acceptable form, the offers submitted will be summarily rejected.

b) Thereafter, the **Envelope – A2**, of the bidders except those rejected based on the contents of envelop A1 shall be opened and evaluated as by the NDMC.

d) Financial Bid i.e. **Envelope – B**, shall not be opened on that day and shall be kept separately in the safe custody of NDMC to be opened/evaluated later on, as per the procedure detailed herein.

NDMC shall not be obliged to furnish any information/ clarification/ explanation to the unsuccessful bidders as regards non-acceptance of their bids. Except for refund of EMD to unsuccessful bidders, NDMC shall correspond only with the successful bidder.

NDMC reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of work, without liability or any obligation for such acceptance, rejection or annulment. NDMC does not bound itself to accept the lowest offer

22.0 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority.

Bidder(s) will treat all information submitted as part of Proposal, in confidence and will not divulge any such information unless it is ordered to do so, by any authority that has the power under law to require its disclosure.

23.0 TEST OF RESPONSIVENESS

Prior to evaluation of Proposal submission, Department will determine whether each Proposal is responsive to the requirements of the Bid document. A Proposal submission shall be considered responsive if it:

- a. Is received by the proposal Submission Due Date including any extension thereof,
- b. Is signed, sealed and marked as stipulated
- c. Is accompanied by the Earnest Money and cost of BD, if already not paid
- d. Contains all the information as requested in the BD.
- e. It does not contain any condition.

24.0 OPENING OF FINANCIAL BID AND EVALUATION

The Financial Bids would be opened and read out aloud on the said date and venue in the presence of the representatives of the bidders who choose to be present, **conditional bids will be summarily rejected.**

Evaluation of Financial Bid shall include the following:

- Check for completeness of Proposal
- Arithmetical errors as corrected.
- Reasonableness of the quoted offer

24.1 Opening Of Financial Bid and Evaluation

24.1.1 The prices quoted by the Bidders shall be checked for arithmetic correction, if any, based on rate and amount filled by the Bidder in the SOR formats. If some discrepancies are found between the rate/ amount given in words and figures, the total amount shall be corrected as per the following procedure, which shall be binding upon the Bidder:

- i) When the rate quoted by bidder in figures and words tallies but the amount is incorrect, the rate quoted by the Bidder shall be taken as correct and amount reworked.
- ii) When there is difference between the rate in figures and words, the rate which corresponds to the amount worked out by the Bidder, shall be taken as correct.
- iii) When it is not possible to ascertain the correct rate in the manner prescribed above, the rate as quoted in words shall be adopted and amount will be reworked.

25.0 REBATE

No cognizance shall be taken for any conditional rebate, for the purpose of evaluation of offer.

Any uncalled lump sum/ percentage reduction by the Bidder after the due date shall not be considered for evaluation. However, such rebate shall be taken into account while recommending for award of work, if such reduction/ rebate is from the recommended bidder.

26.0 FRAUD AND CORRUPT PRACTICES

26.1 The Applicants and their respective Engineers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority shall reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in

the Bidding Process.

26.2 Without prejudice to the rights of the Authority, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ/BD issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

26.3 For the purposes of this, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Contract Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
- (b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

27.0 MISCELLANEOUS

- 27.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 27.2 NDMC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- 27.2.1 suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- 27.2.2 consult with any Applicant in order to receive clarification or further information;
- 27.2.3 retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Applicant; and/ or
- 27.2.4 independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.
- 27.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

28.0 RECTIFICATION OF DEFECTS

If there is damage to any of the sites due to ignorance of the contractor, the same shall be repaired/ rectified by him within 7 days of occurrence of such damage, at his own cost [matching with existing specifications], failing which the NDMC will have a right to get it repaired from any source, chargeable from the Contractor. The contractor shall not only be charged for repair cost but may also be fined for his negligence [as per the damage made by the Contractor].

The Contractor shall not be considered in breach of its obligations under this Agreement if any part of the Project is not available on account of any of the following, for the duration thereof;

- i. Force Majeure Event
- ii. Compliance with a request from NDMC or the directions of any Government Agency, the effect of which is to close all or any part of the project. Notwithstanding the above, the Contractor shall keep the unaffected parts of the project for use provided they can be safely operated and kept open for users.

Agreement require provision of such addition/deletion to the works and services on or about the Project as contemplated by this Agreement ('Change of Scope'), the Contractor shall carry out such additions/deletions on such terms and conditions as mutually agreed upon.

30.0 EVENTS OF DEFAULT AND TERMINATION

30.1 Event of Default

Any of the following events shall constitute an event of default by the CONTRACTOR unless such event has occurred a Force Majeure Event:

- (1) The Contractor fails to commence/ compete the work within stipulated time
- (2) Any representation made on warranty given by the Contractor under this Agreement is found to be false or misleading.
- (3) The Contractor creates any Encumbrance on the Project Site/Project Facility in favour of any Person
- (4) Any petition for winding up of the Contractor is admitted by a court of competent jurisdiction or the Contractor is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Contractor are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Contractor under this Agreement and the Project Agreement, and provided that:
 - (i) The amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this Agreement and the Project Agreements;
 - (ii) The amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and has a credit worthiness at least as good as good as that the Contractor as on the date of this agreement; and
- (5) The Contractor suspends or abandons the operations of the Work without the prior consent of NDMC, provided that the Contractor shall be deemed not to have suspended/abandoned operation if such suspension/abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing.
- (6) The Contractor repudiates this Agreement or otherwise evidence an intention not to be bound by this Agreement.
- (7) The Contractor suffers an attachment being levied on any of its assets causing a Material Adverse Affect on the Project and such attachment continues for a period exceeding 45 days.
- (8) The Contractor is otherwise in Material breach of this Agreement and wishes to surrender. The surrender will be accepted for complete package and not partly without prejudice to the right of the department under this agreement .

- (9) The contractor fails to maintain the bins in workable condition or fails to replace the broken/ damaged/ misplaced bins within stipulated time.
- (10) In case of non-fulfillment the contractual obligations as per RFP.
- (11) Supplying inferior quality of material or not as per standard and approved specification.
- (12) In case of non-timely completion of the work.

30.2 Upon Termination of this Agreement on account of a Contractor Event of Default, NDMC shall not be liable to pay any termination payment to the Contractor, on what so ever account. However, the Contractor performance security will be forfeited.

30.2.1 Upon termination of this agreement on account of a Force Majeure event, each party shall bear its own costs.

31 **NOTICES**

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver or any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given at their respective addresses set forth below:

If to NDMC: Executive Engineer (DEMS) I,
North Delhi Municipal Corporation
Room No. 31, Ambedkar Stadium, Gate
No. 9, Delhi Gate, Delhi-02.
Phone: 9717787037

If to the Firm:

The Managing Engineer/Managing Partner/Name of

the Contractor/Firm, Name of the Contractor:

Address:

Phone/Fax:

32. **NO PARTNERSHIP**

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

33. **LANGUAGE**

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English Language.

34. **EXCLUSION OF IMPLIED WARRANTIES ETC.**

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in a binding legal agreement executed by the Parties.

35 **LOSS PROFITS/CONSEQUENTIAL DAMAGES**

In no event shall either party be liable for any loss profits or consequential damages arising out of or relating to this Agreement.

In witness whereof the parties hereto have set their hands hereunto on the day, month and year hereinabove mentioned.

36 **GENERAL INDEMNITY.**

The Contractor shall indemnify, defend and held NDMC harmless against any and all proceedings, actions and, third party claims arising out of a breach by the Contractor of any of its obligations under this Agreement. Without limiting the generality of this Clause the Contractor shall fully indemnify, save harmless and defend NDMC including its Engineers servants, agents and subsidiaries from and against any and all loss and damages arising out of or with respect to (i) failure of the Contractor to comply with Applicable Laws and Applicable Permits, (ii) failure in payments of taxes relating to the Contractor's Contractors, suppliers and representatives income or other taxes required to be paid by the Contractor without reimbursement hereunder, or (iii) non-payment of amounts due as a result of materials or services furnished to the Contractor by any person which are payable by the Contractor or any one claiming through the Contractor.

Name of Work: - Providing, installation and maintenance of 2000 nos. of road side Stainless Steel (S.S) Bins of 100 ltrs capacity with frame and necessary tilting and spring controlled locking arrangement having proper garbage drop openings/ outlets with fly proof covers as per the approved sample in different zones of NDMC

MINIMUM SPECIFICATION OF SS BINS.

100 Ltrs Capacity Bin made from S.S. 304 Grade material with wall thickness not less than 0.5 mm (\pm) 5% of round shape having diameter of 415 mm length 770 mm, mounted with hut shape fly proof cover of S.S. 304 Grade, minimum 0.5 mm thickness of size 225x465 mm on top of the frame. The bin should have perforation on the middle portion of the bin of 125 mm height. The bin should be secured on suitably designed fabricated frame for holding the bin, made from SS pipe Square 202 Grade of minimum 32x32x2 mm. The two vertical pipe of the frame should be of 1450mm long. Pipe of 450 mm length should be welded one at the bottom after 300 mm from the end of the frame and one at the top below the cover. The lower end of the vertical pipes should be welded by means of two numbers of cross M.S. angle of 25x25x3mm of 200 mm long to hold the frame at the time of grouting 300mm portion below the ground level with C.C. of mixed 1:2:4 on a pit of 250mm x 250mm during installation of bin at site. Upper portion of the bin should be rolled so that any sharp edge should not be there. The bin should be tilt-able on 360° on 2 number bushes on both the poles with spring controlled locking arrangement, having proper garbage drop opening/ outlet, as approved by the engineer in charge. North Delhi Municipal Corporation (NDMC) shall be embossed on each bin.

PROPOSAL FORMS

FORMAT FOR ACKNOWLEDGEMENT OF RECEIPT OF BID DOCUMENT AND NOTICE OF INTENT TO SUBMIT PROPOSAL

Executive Engineer (DEMS) I,
North Delhi Municipal Corporation,
Room No. 31, Gate No. –09,
Ambedkar Stadium, Delhi Gate,
Delhi – 02

Dear Sir,

Subject: Providing, installation and maintenance of 2000 nos. of road side Stainless Steel (S.S) Bins of 100 ltrs capacity with frame and necessary tilting and spring controlled locking arrangement having proper garbage drop openings/ outlets with fly proof covers as per the approved sample in different zones of NDMC.

I, the undersigned hereby acknowledge and confirm receipt of the bidding Document for the work from the North Delhi Municipal Corporation (NDMC) and convey my intention to submit Proposal for the above mentioned subject work.

..... Signature of the Authorised Person

..... Name and designation of the Authorised Person

Date :

On the Letterhead and to be signed by the Bidder

FORMAT FOR COVERING LETTER-CUM- PROJECT UNDERTAKING

Executive Engineer (DEMS) I,
North Delhi Municipal Corporation,
Room No. 31, Gate No. -09,
Ambedkar Stadium, Delhi Gate,
Delhi – 02

Subject: Providing, installation and maintenance of 2000 nos. of road side Stainless Steel (S.S) Bins of 100 ltrs capacity with frame and necessary tilting and spring controlled locking arrangement having proper garbage drop openings/ outlets with fly proof covers as per the approved sample in different zones of NDMC.

Dear Sir,

Being duly authorized to represent and act on behalf of..... (hereinafter referred to as “the Bidder”), and having reviewed and fully understood all of the information provided in the Bidding Document provided to us by NDMC, in respect of the work, the undersigned hereby submits the Proposal in response to the Bidding Document, for your evaluation.

I/We are enclosing our Proposal in original along with details/certificates as per the requirements of the Bidding Document.

We confirm that our Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal i.e. for a period of 180 days from the date of opening of financial Proposal/negotiation. We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our proposal is as per qualification criteria in all respects and unconditional and we agree to the terms of the proposed Contract Agreement, a draft of which also forms a part of the Bidding Document provided to us.

We understand, NDMC is not bound to accept any proposal, it receive.

..... Signature of the Authorized Person

..... Name and designation of the Authorized Person

Date :

On the Letterhead and to be signed by the Bidder

INFORMATION ABOUT BIDDER

FORM-C

Name of the Firm/Agency:

1.0	IN CASE OF INDIVIDUAL	
1.1	Name of Business.	
1.2	Whether his business is registered.	
1.3	Date of commencement of business.	
1.4	Whether he pays Income Tax over Rs.10, 000/- per year.	
3.0	IN CASE OF LIMITED LIABILITY COMPANY OR COMPANY LIMITED BY GUARANTEES	
3.1	Amount of paid up capital	
3.2	Name of Engineers	
3.3	Date of Registration of Company	
3.4	Copies of the Balance sheet of the company for the last 3 years.	
4.0	GENERAL	
4.1	Income Tax PAN No. of the firm.	
4.2	Sales Tax Registration No. of the firm.	
4.3	Having ISO certificate of Not	

SIGNATURE OF BIDDER :**NAME OF BIDDER :****COMPANY SEAL :**

**DETAILS OF EXPERIENCE OF WORK OF LAST 5 YEAR IN ANY GOVT. FIRM REQUIRED
AS PER THE TENDER DOCUMENT**

S.no..	DESCRIPTION OF WORK	POSTAL ADDRESS OF CLIENT	CONTRACT VALUE	STARTING DATE	SCHEDULED COMPLETION DATE	ACTUAL COMPLETION DATE	WHETHER COPY OF CONTRACT/ COMP. CERT SUBMITTED	REASONS FOR DELAY, IF, ANY

NOTE: Performance Report issued by Client for all above job(s) to be furnished.

SIGNATURE OF BIDDER :

NAME OF BIDDER :

COMPANY SEAL :

PERFORMANCE REPORT OF WORKS REFERRED IN FORM-C1

1. Name of work/ Project & Location :
 2. Name of Client and Address :
 3. Agreement No./ Work Order No. :
 4. Value of work as per
work order/Award : Rs.
 5. Total value of actual work done : Rs.
 6. Date of start :
 7. Date of completion
 - i) Stipulated date of completion :
 - ii) Actual date of completion :
 8. Amount of compensation levied for delayed completion, if any : Rs.
 9. Amount of reduced rates item if any : Rs
 10. Amount of compensation not yet decided :
 11. Details of work copy to be enclosed :
 12. Performance Report

1)	Quality of work	Very Good/Good/Fair/Poor
2)	Financial soundness	Very Good/Good/Fair/Poor
3)	Technical Proficiency	Very Good/Good/Fair/Poor
4)	Resourcefulness	Very Good/Good/Fair/Poor
5)	General behaviour	Very Good/Good/Fair/Poor
-

Dated: (Signature & Stamp of Executive Engineer or Equivalent) Note

:

1. This FORM should be submitted separately for each work indicated in FORM-C1 by the bidder.
2. This FORM shall be signed & stamped by the Bidder's Client not below the rank of Executive Engineer or equivalent.

DETAILS OF FINANCIAL TURNOVER

A) FINANCIAL DETAILS

FINANCIAL YEAR	GROSS ANNUAL TURNOVER ON CONSTRUCTION WORK (IN Lakhs)	PROFIT/LOSS (IN Lakhs)
I) 2010-11		
II) 2011-12		
III) 2013-14		

B. Audited balance sheet and profit & loss account for above Years to be submitted.

C. Solvency certificate from Banker

**D. Are you under liquidation, court receivership or similar other proceedings?
If YES provide details**

COMPANY SEAL

NAME OF BIDDER:

SIGNATURE OF BIDDER:

FORM E

PROPOSED SPECIFICATION OF THE BINS

(To be Filled up by the Bidder)

COMPANY SEAL

NAME OF BIDDER:

SIGNATURE OF BIDDER

COMPLIANCE TO BID REQUIREMENT

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation, all technical, commercial and other conditions whatsoever of the Bidding Documents and Addendum to the Bidding Documents, if any, for subject work issued by Department of Environment & Management Services (DEMS) North Delhi Municipal Corporation.

We hereby further confirm that any terms and conditions if mentioned in our bid (Un-priced as well as Priced Part) shall not be recognised and shall be treated as null and void.

SIGNATURE OF BIDDER :

NAME OF BIDDER :

COMPANY SEAL :

FORMAT FOR ANTI-COLLUSION CERTIFICATE

Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our Proposal for the properties listed below, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated thisDay of, 2014
..... (Name of the Bidder1)

.....
(Signature of the Authorised Person)

.....
(Name of the Authorised Person)

Note:

1. *On the Letterhead of the Bidder*

FORMAT FOR LETTER OF UNDERTAKING FOR ADHERENCE TO TECHNICAL SPECIFICATIONS

Executive Engineer (DEMS) I,
North Delhi Municipal Corporation
Room No. – 31, Gate No. - 9
Ambedkar Stadium, Delhi Gate
Delhi – 110002

Dear Sir,

Subject: Providing, installation and maintenance of 2000 nos. of road side Stainless Steel (S.S) Bins of 100 ltrs capacity with frame and necessary tilting and spring controlled locking arrangement having proper garbage drop openings/ outlets with fly proof covers as per the approved sample in different zones of NDMC.

We hereby represent and confirm that our Technical Bid is unqualified and unconditional in all respects and conforms to the technical specifications as set out in the of the Bidding Document for the above project.

.....
(Signature of the Authorised Person)

.....
Name of the Authorised Person & designation)

..... (Date)

Note:

1. *On the Letterhead of the Bidder.*

PART- II: FINANCIAL SECTION

BIDDINGDOCUMENT FOR

Providing, installation and maintenance of 2000 nos. of road side Stainless Steel (S.S) Bins of 100 ltrs capacity with frame and necessary tilting and spring controlled locking arrangement having proper garbage drop openings/ outlets with fly proof covers as per the approved sample in different zones of NDMC.

Issuedby:

Department of Environment Management Services

North Delhi Municipal Corporation

AmbedkarStadium:DelhiGate:Delhi-02

Name of Work : - **Providing, installation and maintenance of 2000 nos. of road side Stainless Steel (S.S) Bins of 100 ltrs capacity with frame and necessary tilting and spring controlled locking arrangement having proper garbage drop openings/ outlets with fly proof covers as per the approved sample in different zones of NDMC.**

S.no.	Description of Work	Qty.	Unit	Rate per unit (in words also)	Total
01	<u>Part 1</u> Providing & installation of Stainless Steel (S.S) bins of 100 ltrs. capacity as per approved sample complete as per described design, specification of the bin and conditions of RFP at different locations in various zones as per site requirement complete, as per direction and approved by engineer-in-charge.	2000	Per unit		
02.	<u>Part 2</u> Annual Maintenance Cost (AMC):- The maintenance cost of Bins includes all routine periodically maintenance works in the bins i.e. maintenance & servicing of Mechanical parts, replacement of unserviceable bins & theft etc. as per terms and conditions in the tender.	2000	Per unit per year		
	Grand Total Amount				

Note: All rates should be quoted in words and figure in metric system including all taxes, levies, cartage, installation etc. complete in all respect.
Rates should be quoted in proper tender forms clearly and cuttings, overwriting in rates are strictly not allowed.

COMPANYSEAL

NAMEOFBIDDER:

SIGNATUREOFBIDDER: