

BIDDINGDOCUMENT FOR THE WORK OF

Hiring of Mini Jetting/Pressure Spray Machine(s) mounted on vehicle chassis of minimum GVW 2850 KG (like Mahindra Bolero pickup/ Tata 207) equivalent or higher with driver, operator/ Beldar and with all accessories/ fittings and Machineries such as Petrol/ Diesel Engine to meet out required pressure, Water Tank of adequate capacity, High Pressure Jetting pump, Hose Pipe with Jetting Gun and Nozzle with all other attachments of approved make, T&P, Water, Fuel, Lubricants and cleaning material etc. required for Jetting/Pressure Spray of water by the machine on day to day basis to clean the Public Conveniences for minimum 8 hours working in a day in Select Zones/Groups

Select Zones/Groups

- 1. Group 1: Civil Line Zone**
- 2. Group 2: City Zone & SP Zone**
- 3. Group 3: Rohini Zone & Narela Zone**
- 4. Group 4: Karol Bagh Zone**

Issuedby:

Department of Environment Management Services

North Delhi Municipal Corporation

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

No. EE/DEMS/I/NDMC/2016-17/RFP/2

Dated: - 15.12.2016

**INVITING OFFERS FOR HIRING OF MINI JETTING/PRESSURE SPRAY
MACHINE**

A Scheme for “Hiring of Mini Jetting/Pressure Spray Machine(s) mounted on vehicle chassis of minimum GVW 2850 KG (like Mahindra Bolero pickup/ Tata 207) equivalent or higher with driver, operator/ Beldar and with all accessories/ fittings and Machineries such as Petrol/ Diesel Engine to meet out required pressure, Water Tank of adequate capacity, High Pressure Jetting pump, Hose Pipe with Jetting Gun and Nozzle with all other attachments of approved make, T&P, Water, Fuel, Lubricants and cleaning material etc. required for Jetting/Pressure Spray of water by the machine on day to day basis to clean the Public Conveniences for minimum 8 hours working in a day in Select Zones/Groups” has been introduced for proper upkeep the sanitation of the Public Conveniences (Urinals, Toilet Blocks etc.) in different zones of North DMC **Group 1: (Civil Line Zone), Group 2: (City & Sadar Paharganj Zone), Group 3: (Rohini Zone & Narela Zone), Group 4: (Karol Bagh Zone).**

Sealed tenders are hereby invited from the eligible bidders on behalf of Commissioner (North DMC). The interested firms/agencies to carry out the aforesaid sanitation services in different zones of North DMC, are required to submit their proposal as required by the department mentioned in the Bid document.

The bidders eligibility criteria, experience and financial capability along with the numbers of machines required, scope of work, specification of Jetting machine, performance security, detailed terms & conditions etc., has been mentioned in detail in the Bid document.

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

The Bid document may be obtained from North DMC web site www.mcdonline.gov.in & <http://mcdetenders.com>. Last Date for download of the document is 16.01.2017 upto 3:00 PM. The cost of tender documents i.e. Rs 5,000/- per group 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 16.01.2017 upto 3:00 PM.

The bidder shall submit his/her bid as per Bid document in the office of Superintending Engineer (DEMS), North DMC, 10th Floor, Dr. SPM Civic Centre, JLN Marg, Delhi 02, latest by 09.02.2017 upto 3:00 PM. The Technical bid shall be opened in presence of prospective bidder on 09.02.2017 at 3:01 PM.

Further clarifications, details can be obtained either on e-mail eedems1ndmc@mcd.gov.in or on phone no. 011-23310361.

Ex. Engineer (DEMS) – I

NAME OF WORK: Hiring of Mini Jetting/Pressure Spray Machine(s) mounted on vehicle chassis of minimum GVW 2850 KG (like Mahindra Bolero pickup/ Tata 207) equivalent or higher with driver, operator/ Beldar and with all accessories/ fittings and Machineries such as Petrol/ Diesel Engine to meet out required pressure, Water Tank of adequate capacity, High Pressure Jetting pump, Hose Pipe with Jetting Gun and Nozzle with all other attachments of approved make, T&P, Water, Fuel, Lubricants and cleaning material etc. required for Jetting/Pressure Spray of water by the machine on day to day basis to clean the Public Conveniences for minimum 8 hours working in a day.

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DISCLAIMER

NAME OF WORK: Hiring of Mini Jetting/Pressure Spray Machine(s) mounted on vehicle chassis of minimum GVW 2850 KG (like Mahindra Bolero pickup/ Tata 207) equivalent or higher with driver, operator/ Beldar and with all accessories/ fittings and Machineries such as Petrol/ Diesel Engine to meet out required pressure, Water Tank of adequate capacity, High Pressure Jetting pump, Hose Pipe with Jetting Gun and Nozzle with all other attachments of approved make, T&P, Water, Fuel, Lubricants and cleaning material etc. required for Jetting/Pressure Spray of water by the machine on day to day basis to clean the Public Conveniences for minimum 8 hours working in a day.

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 North DMC 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 North DMC in relation to the Work. 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 North DMC, 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. North DMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

North DMC, 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.

North DMC 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.

North DMC 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 North DMC is bound to select or to appoint the selected Bidder or Contractor, as the case may be, for the Work and North DMC 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 North DMC 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/ alternate offers 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 Bid document or from the date of negotiation whichever is later.
3	<p>The bidder can download the tender documents from the North DMC 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. 5,000/- [Rupees Five Thousand] per Group (non refundable) in the form of Demand Draft/Pay Order in favour of Commissioner, North DMC before the last date of download/issue/sale of tender i.e. 16.01.2017 up to 3:00 PM, with particulars of the bidding Group(s).</p> <p>Only those bidders who submit the tender document fee of Rs. 5,000/- before the last date of download/issue/sale of tender i.e. 18.01.2017 upto 3:00 PM shall be eligible to participate in the tendering process and shall be allowed to attend the pre-bid meeting.</p>
4	There will be a pre-bid meeting with the prospective bidders on 12.04.2016 at 3:00PM in the Office of D-in-C (DEMS), North Delhi Municipal Corporation, 6 th Floor, Dr. SPM Civic Center, JLN Marg, to address the queries, in connection with the Bid 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; North DMC has sole discretion to suitably modify the Bid document, Concession Agreement document, based on the minutes of the pre-bid meeting.
5	<p>Offers complete in all respects shall be submitted on or before 09.02.2017 up to 3:00 PM. The Bidders desirous of participating for more Groups (Works) shall make separate offers for individual group. The submission shall be made manually as per the format prescribed in this Bid document clearly super scribed as “PROPOSAL SUBMISSION FOR Group 1: (Civil Line Zone), Group 2: (City & Sadar Paharganj Zone), Group 3: (Rohini Zone & Narela Zone), Group 4: (Karol Bagh Zone)” and should be submitted in the office of Superintending Engineer (DEMS), North DMC, 10th Floor, Dr. SPM Civic Centre, JLN Marg, Delhi 02, India.</p> <p>Proposal Security/EMD of Rs. 1,00,000/- (Rs. One Lac only) per jetting machine for a particular group in favour of Commissioner, North DMC shall be paid as Demand Draft/ Pay Order along with the offer. Technical submissions are to be opened on the Proposal submission 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	<p>Performance Security of Rs. 2,00,000/- (Rs. Two lacs only) per machine 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 Contract Period is of 7 years (Maximum) from the Date of signing of Agreement. Implementation Period shall be 90 days from the date of signing of the agreement.</p> <p>If the Contractor fails to commence the work (obtain readiness certificate), even after</p>

	the expiry of the prescribed Implementation Period, penalty @ Rs. 10,000 per day will be charged. The implementation period may be extended for a period of maximum 2 months by imposing a penalty @ Rs. 10,000 per day. If the Contractor fails to obtain readiness certificate even within extended period, performance security shall be forfeited by North DMC absolutely, in full.
9	No extra weightage shall be given for superior specification quoted over and above the basic specification as per the NIT specifications.
8	Technical specifications, eligibility criteria, Scope of Work, number of machines required, terms and conditions and other details etc. for submitting the Proposal are described in the Bid document. The Commissioner, North Delhi Municipal Corporation reserves the right to reject any or all offers in full or part thereof.
9	<p>Jetting Machine(s) will be hired on per day basis as required by the department upto maximum period of 7 years and the escalation/ decrease on the awarded rates due to increase/ decrease in fuel and minimum wages will be paid as follows by considering the rates of CNG, petrol and minimum wages rate per day applicable on the date of issue of the NIT i.e. 15.12.2016.</p> <p>i) Rate applicable in case of increase/ decrease in the rate of fuel etc. for every Rs. 1 increase/ decrease in the rate as on above, the per day rate would be increased/ decreased by proportionally: -</p> <p>a) CNG @ 5.00/- (per day)</p> <p>b) Petrol /Diesel @ 1.50/- (per day)</p> <p>ii) Rate applicable in case of increase/ decrease in the rate as on above for every Rs. 1 i.e. minimum wages for unskilled labour notified by the Govt. the increase/ decrease in per day rate @ 2.50/- (per day) i.e for every Rs. 1 increase in minimum wages (unskilled), rate will be increased by Rs. 2.50 on the awarded per day rates and vice versa in case of decrease on account of manpower .</p> <p>The above rates are inclusive of all taxes and levies. Service tax as applicable shall be paid extra.</p>
10	The work shall executed strictly as per terms and conditions of the tender document. The department would not own any responsibility for vehicle regarding its performance, depreciation. The number/ location of urinal/CTC/ toilet could be changed at any time and contractor would have to execute the work as per revised route plan with consultation of Engineer in Charge. The contractor may be asked to clean any type of toilet/ CTC/ urinal. The arrangement of water should be made by the contractor itself.

1.0 INTRODUCTION

Hiring of Mini Jetting/Pressure Spray Machine(s) mounted on vehicle chassis of minimum GVW 2850 KG (like Mahindra Bolero pickup/ Tata 207) equivalent or higher with driver, operator/ Beldar and with all accessories/ fittings and Machineries such as Petrol/ Diesel Engine to meet out required pressure, Water Tank of adequate capacity, High Pressure Jetting pump, Hose Pipe with Jetting Gun and Nozzle with all other attachments of approved make, T&P, Water, Fuel, Lubricants and cleaning material etc. required for Jetting/Pressure Spray of water by the machine on day to day basis to clean the Public Conveniences for minimum 8 hours working in a day in each zone of North DMC depending upon the requirement from experienced and competent agencies with sound technical and financial capabilities fulfilling the Qualification Criteria stated in the Bid document.

The Contractor before tendering should visit the sites/ locations of all public conveniences in various zones and acquaint him with the nature of the work, the accessibility of site, water 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 EE (DEMS) I, 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, terms and conditions, services to be provided and specifications of the work to be done, type of vehicles etc. and has satisfied himself regarding approaches to the site of work, arrangement of water, vehicle type and other difficulties in executing the work 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 (North DMC) intends to maintain the sanitation and cleanliness of Public Conveniences such as Public Urinals and Toilet Blocks on day to day basis in the area of various zones of North DMC to ensure proper upkeep and sanitation. At present the cleanliness of Public Conveniences is being carried out manually by the departmental SK's and by deploying departmental trucks having provision of water tank. To maintain the better sanitation of the Public Conveniences, the department desires to deploy by "Hiring of Mini Jetting/Pressure Spray Machine(s) mounted on vehicle chassis of minimum GVW 2850 KG (like Mahindra Bolero pickup/ Tata 207) equivalent or higher with driver, operator/ Beldar and with all accessories/ fittings and Machineries such as Petrol/ Diesel Engine to meet out required pressure, Water Tank of adequate capacity, High Pressure Jetting pump, Hose Pipe with Jetting Gun and Nozzle with all other attachments of approved make, T&P, Water, Fuel, Lubricants and cleaning material etc. required for Jetting/Pressure Spray of water by the machine on day to day basis to clean the Public Conveniences for minimum 8 hours working in a day" for a period as required by the department and upto a maximum period of 7 years, from the date of signing of agreement from the interested parties i.e. a company/ firm/ proprietorship firm/

supplier/agency, having adequate experience and financial capability described in the Bid document. The services of the vehicles/ labour can be discontinued at any point of time of the contract period without any liability whatsoever to North DMC as per terms and conditions of the agreement.

The vehicle should be of approved make registered in Delhi with RTO as mini jetting machine and with minimum technical specifications as required. The contractor shall make its own arrangement for water, T&P, required for jetting machine(s) or labour, so as the work should not suffer or hamper in between due to non-availability of water or these essentials.

The work shall consist of cleaning of an average of at-least 20 nos. Public Conveniences consisting (Urinals/ Toilet blocks) per day (calculation based on monthly toilets cleaned) in the zone located at different locations in a day for minimum 8 hours working by each machine. However, the minimum numbers of public conveniences to be cleaned per day could be increased, from 20 nos. depending upon the zone, type of public conveniences and the route plan finalized by the Engineer in charge for minimum 8 hours of working.

The Public Conveniences will be cleaned by deploying Jetting Machines in each zone of North DMC depending upon the number of Public Conveniences (urinals/toilet blocks etc.) in the zone. The Jetting Machine(s) will be hired complete with driver, operator/ Beldar, T&P such as phinayl, soap, acid, wiper, brooms etc, fuel and lubricants, water etc complete in all respect required for cleaning of Public Conveniences. The jetting Machine(s) will also remove the blockage etc within or up to outfall of the urinals/ toilet blocks wherever possible. Also the work includes removal of posters, illegal hoardings etc. on the urinals/ toilet blocks. The Public Conveniences site will be cleaned by the contractor as and where basis and the surroundings up to 3 mtr of the Public Convenience by way of brooming.

The work does not include any civil work, repair work, removal of malba, silt, garbage etc. A self reporting system will also be made on regular basis for the work done by the contractor as required by the department. Any deficiencies observed in the Public Conveniences like repair, blockage, missing item, supply of water etc. will be brought to the knowledge of the Engineer-in-Charge on daily performance sheet.

The hiring rates also includes registration charges, parking charges, washing charges, insurance, accident claims (if any), cost of fuel, lubricating oil, water etc., challan, salary to driver, operator/ Beldar, implementation of all labour relates law, installation of GPS on the vehicle, supervision, monitoring, reporting, overhead and all repairs & maintenance of the vehicle, all applicable taxes and levies, complete in all respect. Rates quoted should be based on per day per jetting machine for 8 hrs minimum working in a day shift exclusive of lunch break and water filling time to clean the public conveniences in the zone as per agreement. Service tax as applicable would be paid separately.

The work shall be carried out with full satisfaction of Engineer-in-charge and all terms and conditions described in clause 2.2 shall be followed.

2.1 The zone wise details of urinals / toilet blocks and the requirement of Machines are as below. However, there may be variations in numbers of public conveniences time to time:

Group	Zone	No. of Ward	Number of Urinals	Number of Waterless Urinals	Total Number of Machine(s) Proposed
1	Civil Line Zone	34	300	100	13
2	City Zone	7	200	32	6
	S.P. Zone	8	202	55	7
3	Rohini Zone	30	268	67	11
	Narela Zone	10	55	12	2
4	Karol Bagh Zone	15	139	72	7
			1164	338	46

The requirement of hiring of Jetting Machine(s) is different in different zones depending upon the number of Public Conveniences. The deployment will be made on day to day basis as per the requirement from the qualified agencies/ contractors for a particular group. The bidder can apply for any number of groups separately and could be awarded more than one group.

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

Terms and Conditions

- i) The manufacturer of machine must be an ISO manufacturer of chassis mounted jetting machine. Manufacturer of critical components used in machine like jetting pump, jetting hose, nossal, engine etc. must have an ISO certificate.
- ii) The requirement of Jetting Machine(s) is different in different zones. The department reserves the right to allocate, number of Jetting Machine(s) to the qualified agencies and in any zone of the group and the same should be acceptable to the contractor.
- iii) The Department shall hire vehicles by considering the useful life of the vehicle 7 years from the date of the registration i.e. the vehicle should not be older than 7 years at any time during the contract period.
- iv) The firm shall depute and operate the jetting machines as per the daily route plan finalized by the Engineer In-charge/ Zonal authorities so as to maximum utilization of the machine and can cover maximum urinals/toilets in the route. The route plan for each machine shall be strictly followed and would be circulated/submitted to all concerned. The firm may be asked to operate the machine at short notices due to complaints etc. irrespective of the quantum of work involved and difficult site conditions, even on Sundays or on gazetted holidays as per urgent requirement the contractor/ Agency have to operate their machines on such requirements of the department.
- v) Each machine should clean an average of at-least 20 nos. Public Conveniences consisting (Urinals/ Toilet blocks) per day (Calculation based on monthly toilets cleaned) in a month in the zone located at different locations in a day for minimum 8 hours working. It does not mean that only 20 public conveniences block will be cleaned in a day, the no's can be increased depending upon the zone, type of public

- conveniences and the route plan finalized by the Engineer in charge for minimum 8 hours of working. The working hours shall not include water filling time in between, breakdown or lunch etc.
- vi) All necessary accessories/T&P required for cleaning of Urinals/ toilets or drain out the spilled water such as wiper, brooms, phenyl, soap, acid, brush, dusters, water etc should be carried along with the Jetting Machine(s), operator/ Beldar or otherwise the Machine(s) will not be taken on work. The firm should keep valid registration certificate of the vehicle.
 - vii) The firm shall furnish the full details of vehicle chassis along with its model No. according to the rules laid by the Regional Transport Office, Delhi along with its model no. The vehicle should comply the minimum specification as described in the Bid document.
 - viii) GPS system shall be installed in each Jetting Machine and daily GPS report will be generated and made available on website by the contractor at its own cost indicating the route, location of the urinals and working hours etc.
 - ix) Self reporting with photographs of the work done will be made available by the firm on daily basis.
 - x) The complaint received from any source will be attended promptly and its compliance will be intimated by the agency as required by the department.
 - xi) The normal working hours of the machine will be from 8 A.M. to 5P.M. The timing can be changed by the Engineer In-Charge as per site requirements. The vehicle shall be available for work on all working days in a month. The firm is bound to deploy the machine on holidays or on gazetted holiday as per urgent requirement if required by the department with approval and the payment shall be made on the rates approved on any working day and nothing extra shall be payable on any account. The deployment on any particular holidays, Sundays or any urgent condition if required will be done only with the prior approval of Competent Authority on that particular holiday.
 - xii) The start duty Km/ working hour shall start from where the driver starts performing the duty from the first Public Convenience assigned in the zone of North DMC and not from the parking lot. Similarly, the end duty Km/working hour shall end where the driver finishes cleaning the last public convenience assigned in the zone of North DMC and not up to the parking lot. The vehicle should be in working condition with full gas/water/labour and other accessories and T&P at the starting time.
 - xiii) The firm shall submit the bill along with all the relevant records/ reports in the desired format latest by 7th day of the month along with duly verified log sheets of the machines for release of the payments to the Engineer- in-charge. The department will make payment on monthly basis, subject to availability of budget.
 - xiv) The firm shall be responsible to follow all labour laws. The firm shall submit along with the bills all the records related to the minimum wages paid/ PF/ ESI details etc (for every month) as required under labour laws to all the labour/ Driver and manpower deployed on the work. Also, the firm will be responsible to maintain all the records and details of the labour deployed and minimum wages paid with verification on the work for the whole contract period. The North DMC shall have no relation with the labour employed by the contractor and as such North DMC shall not owe any responsibility towards them in any manner.
 - xv) Contractor would ensure payment of wages to their workers (driver/ labour) through cheque/ ECS and also to upload the information about workers on their website/

- website of principal employer as per order issued from Secretary-cum-Commissioner (Labour) vide no. Addl. LC/Contract workers/Lab/2016/215 dated 03.05.2016.
- xvi) Daily Logbook and Performance Sheet for work done will be maintained and will be verified by the zonal authorities/ Engineer In-Charge. Any deficiencies in the Public Conveniences shall also be brought to the knowledge of the higher authorities in the performance sheet. The initial reading and the final reading will be recorded on log sheets and will be certified by the officials of North DMC along with number of public conveniences cleaned. Firm shall intimate the total working details in a month of machine duly verified to the Engineer In-Charge who will verify the bill and process for payment.
- xvii) The contractor shall make his own arrangement of parking and the Parking of the vehicle shall be responsibility of the contractor/agency at his own risk & cost. Security / safety of equipment shall be contractor's responsibilities. The North DMC shall not contribute to the said loss in any manner.
- xviii) The contractor shall make his own arrangements for water, required for Jetting Machine(s) or Labour. In case of any leakage from water tank or tanks without lids will not be taken on duty. The time in between to refill the water tank will not be considered in working hours i.e. 8 hrs and hence the contractor is required to make arrangement of water in between the route or near the ward.
- xix) The firm shall make necessary arrangement for mounting the equipment's on the chassis according to the rules laid by the regional transport office Delhi. Chassis to be provided should be suitable for operating the P.T.O. (Power take off) as required in operation duty conditions and should be compatible to the total running load on vehicle in operation. Noise Pollution will be maintained under the relevant act of Delhi Pollution Control Committee Delhi. The vehicle should comply all emission norms.
- xx) The drivers and other operators/ labour should be well trained and shall come to duty in proper uniform issued by the contractor i/c gumboots, gloves etc. The driver must have heavy /light duty license for driving the vehicle issued by Regional Registration Authority as per RTO norms. The contractor should have experienced manpower and repair facilities along with back up arrangements for maintenance breakdown repair etc.
- xxi) The firm shall abide by the prevailing guide line issued by the Transport Authority Delhi regarding the fitness of the vehicle on road. Any modification in rules issued by the Delhi Transport Authorities from time to time shall be binding on the firm and no claim shall be entertained on this account.
- xxii) The contractor/agency shall ensure the periodical maintenance of the vehicles/Machine(s) to avoid/minimize the breakdown. The vehicles having latest fitness certificate, Road tax paid receipt, insurance and pollution check certificate shall be provided to the department and shall not take up any work, other than of the North DMC. In case, it is found so, engagement of vehicles shall be terminated and the firm shall be blacklisted.
- xxiii) The contract in part or full can be terminated at any time without assigning any reason by the department by giving three month notice without any liability what so ever on North DMC. (either for jetting machine or for labour)
- xxiv) All tools and spare parts required for routine and preventive maintenance shall be provided by the bidder at his own cost.
- xxv) The water filling time, lunch time, minor repair time like puncture, gas filling time etc. shall not be included in the working hours.

- xxvi) The vehicle should have only electronic/digital meter in working order all the time otherwise the vehicle shall not be accepted.
- xxvii) Contractor shall be personally liable, accountable and responsible for any or all the damages/ losses caused to the users, and the Contractor shall also be responsible liable for any damages/ losses suits arising out of such an incident. That the North DMC shall not be liable or responsible for any omissions or commissions by the Contractor and/or its staff or any third party and the Contractor shall indemnify the North DMC for any expense or liability by whatever name called owing to any claim/damages/compensation/award arising out of any direction/order/judgment in any dispute or cause emanating or attributable directly or remotely to any gross omissions or commissions of the Contractor. For any violation of traffic rules/ accidental claims etc. what so ever may be, by the operating staff of the vehicles, the contractor shall be fully responsible.
- xxviii) The contractor will be absolutely and solely, responsible for any accident that may occur during the operation of vehicle/machine and for injuries or damage to the person or the property of any description whatsoever which may be caused by or result from the operation of vehicle/machine for this the owner / vehicle operator shall be liable at his own risk and cost. Take every necessary and timely precaution against injuries or accident to any person or property. In the event of accident to any person or persons or death or injury of any description to any person structure animal or things, the contractor will be solely responsible for the same and will indemnify North DMC on whose behalf of the vehicles / machines are being operated from paying any claim or expenses whatsoever on account thereof.
- xxix) Subletting of the vehicles/work (in full or part) is not allowed and if found so at any stage of contract the contract shall be terminated and the performance security shall be forfeited.
- xxx) If during operation, it is found that the vehicle deployed in is not fit for proper cleaning, the contractor will rectify the defect or make amendments as deemed fit at his own risk and cost. The vehicle shall be marked absent for non performance or recoveries shall be made for non performance as per terms and conditions.
- xxxi) Penalties are applicable in the circumstances: -
- a) In the circumstances of Breakdown due to maintenance reasons (including puncture, etc); the contractor would be allowed an additional penalty-fee down time of 10 hours per month subject to complete the work by working for extra hours to compensate the breakdown period, or otherwise it will be treated as absent, it is advisable that the agency should have arrangement of standby vehicles and ensure proper fitness on daily basis after working hours.
 - b) If the vehicle is not available with the labour, water, fuel or accessories required for cleaning of the urinals or not in working condition on any particular day it will be termed as absent.
 - c) The firm shall ensure the periodical maintenance of the vehicles / machines to avoid / minimize the breakdown. If a vehicle does not report continuously two days excluding holidays without any justified reason then from the third day, Rs. 1000/- per day rate as penalty will be deducted from the monthly bill. If the vehicle remains absent or does not report for more than 5 days maximum in a month (excluding holidays) for the remaining days of absent the penalty of double the hire charges of per day shall be applicable.

- d) The GPS downtime of a vehicle for 2 days in a month, may be permitted without any penalty, however a penalty of Rs 1000/- per day will be imposed from the third day onward up till next three days. But if the GPS of the vehicle is not functioning more than five days in a month then further no payment will be made for that vehicle upto non-working of GPS and vehicle will be treated as absent and condition (c) as applicable for abstaining shall be applicable.
- e) The work shall consist of cleaning of an average of at-least 20 nos. per day (Calculation based on monthly toilets cleaned) Public Conveniences consisting (Urinals/Toilet blocks) in the zone located at different locations in a day for minimum 8 hours working by each machine. However, the minimum numbers of public conveniences to be cleaned per day could be increased, depending upon the zone, type of Public Conveniences and the route plan finalized by the Engineer in charge for 8 hours of working. It is proposed that if a Jetting Machine(s) cleans lesser number of urinal blocks/ Toilet blocks, against the minimum required in the route plan, a penalty of Rs 300/- per urinal block/ CTC block for lesser number than the minimum required will be imposed.
- f) If the complaints marked regarding cleaning of any particular public conveniences are not attended within 24 hrs. a penalty of Rs. 200/- per complaint will be imposed.
- g) If the performance of the Machine(s)/ agency is not up to the required level, then department shall issue 30 days notice to the agency to improve upon, but, if still the performance does not improve the contract shall be terminated and the performance security shall be forfeited along with the legal action.
- h) In Special circumstances like major breakdown/accidents etc. replacement of vehicle of the same specification, is allowed on contractor request at his own cost.
- i) Daily photographs shall be mailed/submitted on whatsapp or any other means to justify that urinals has been cleaned by the machine. In
- j) No payment will be made for the vehicle during idle condition. Payment will be made for the actual work done only. In case of not sending of photographs, the contractor shall kept the record in such case for atleast six months

3.0 CONTRACT PERIOD

- a) The implementation period shall be 90 days from the date of signing of agreement for Commencement within which the Contractor is expected to complete all requirements i.e. purchase/arrangement of the Jetting Machine(s) of required technical specifications and standards with all accessories and manpower i/c installation of GPS etc complete in all respect. Readiness certificate would be issued after successful start of the work i.e. deployment of all vehicles as per terms and conditions of agreement.
- b) The Machine(s) will be hired on day to day basis for a period required by the department upto a maximum period of 7 years from the date of signing of the agreement.
- c) The Department shall hire vehicles by considering the useful life of the vehicle 7 years from the date of registration of the vehicle. The vehicle deployed should not be older than 7 years at any stage during the contract period.
- d) The department is deploying the vehicle on hiring basis only without any liability of vehicle or labour whatsoever it may be. The contract/ services of the jetting machine,

in part or full can be terminated/ discontinued at any time during the contract period without assigning any reason by the department by giving three month notice without any liability what so ever on North DMC.

3.1 Escalation of Rate

Jetting Machine(s) will be hired on per day basis or as required by the department upto maximum period of 7 years and the escalation/ decrease on the quoted/ awarded rates due to increase/ decrease in fuel and minimum wages will be paid as follows by considering the rates of CNG, petrol and minimum wages rate per day applicable on the date of issue of the NIT i.e. on 15.12.2016.

- iii) Rate applicable in case of increase/ decrease in the rate of fuel etc. for every Rs. 1 increase/ decrease in the rate as on above, the per day rate would be increased/ decreased by proportionally: -
 - c) CNG @ 5.00/- (per day)
 - d) Petrol /Diesel @ 1.50/- (per day)
- iv) Rate applicable in case of increase/ decrease in the rate as on above for every Rs. 1 i.e. minimum wages for unskilled labour notified by the Govt. the increase/ decrease in per day rate @ 2.50/- (per day) i.e for every Rs. 1 increase in minimum wages (unskilled), rate will be increased by Rs. 2.50 on the awarded per day rates and vice versa in case of decrease on account of manpower.

The above rates are inclusive of all taxes and levies. Service tax as applicable shall be paid extra.

3.2 Performance Security

Performance Security of Rs. 2,00,000 (Rs. Two lacs only) per jetting machine shall be submitted in the form of Demand Draft/ Pay Order/ Bank Guarantee [from a nationalized/ scheduled Indian Bank] in favour of Commissioner, North DMC 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.

If the Contractor fails to commence the work (obtain readiness certificate), even after the expiry of the prescribed Implementation Period, penalty @ Rs. 10,000 per day will be charged. The implementation period may be extended for a period of maximum 2 months by imposing a penalty @ Rs. 10,000 per day. If the Contractor fails obtain readiness certificate with in extended period, performance security shall be forfeited by North DMC absolutely, in full and contract would be terminated.

4.0 THE BID SUBMISSION SCHEDULE WILL BE AS FOLLOWS:

S.no.		Date and Time
1	Last date of Download of Bid document	16.01.2017 upto 3:00 PM
2	Date of Prebid meeting	18.01.2017 at 2:00 PM
3	Last date for submission of bid	09.02.2017 upto 3:00 PM
4	Date of opening of Technical bid	09.02.2017 upto 3:01 PM

4.1 APPLICATION:

Cost of Bid document:Rs. 5000/- (per group) payable in the form of Demand Draft/ Pay Order in favour of Commissioner, North DMC, payable at Delhi. (Non refundable)

Proposal Security :Rs. 1,00,000/- (One lac) per jetting machine for a particular group payable in the form of Demand Draft/ Pay Order in favour of Commissioner, North DMC, payable at Delhi.

5.0 BIDDER'S ELIGIBILITY CRITERIA (BEC)

- 5.1 The bidder shall be a Registered company/contractor registered with any Govt. agency/ firm incorporated under the Indian Companies/Society Act, 1956.
- 5.2 The purchaser of the Bidding Document must be the bidder.
- 5.3 The detailed technical specification of the jetting machine proposed to be deployed should be submitted along with the technical bid and shall meet the minimum technical specification as described in the tender document. The bid with the vehicle(s) proposed below the technical specification required will be disqualified technically.
- 5.4 Joint venture/ consortium are not allowed.
- 5.5 Experience of the bidder as subcontractor shall not be considered for technical qualification.
- 5.6 In house experience of the bidder shall not be considered.
- 5.7 Eligibility criteria with respect to experience and financial requirements are as follows:

5.7.1 Experience Criteria

- i. Bidder must have the experience of deployment and operation of any jetting/ mini jetting machine(s) vehicle, registered in his/ her firm name for the minimum six months during last three years on the Last date of issue of NIT to carry out the sanitation services or similar work in any Govt. Agency. The Experience Certificate from the Competent Authority would be submitted along with the technical bid. In-house work experience/ private experience shall not be considered for qualification.

The bidder shall submit a proof of ownership of vehicles (jetting/ mini jetting machine) as RC along with technical specification to this effect along with the Technical Bid.

Or

The bidder must have the experience of carrying out sanitation services work through mechanical means by deploying of at least five vehicles (registered in his/ her own name) not less than 2850 kg GVW for minimum one year during last three years on the last date of issue of NIT in any govt. department. The bidder shall submit a proof of ownership of the vehicles as RC along with experience to this effect along with the technical bid.

5.7.2 Financial Criteria

The bidder(s) should have minimum turnover & net worth during last three years as follow:

Turnover: [Average annual financial turnover in last three financial years] Rs. 100.00 lacs [turn over: Annual Gross Revenue earned by the bidder] (for Group 1,2&3) and Rs. 50.00 lacs (for Group 4)

Net Worth: Rs. 20.00 Lacs [net Worth for Company = (Subscribed and paid –up Equity + Reserves) – (Revaluation reserves + Miscellaneous expenditure not written off)] (for Group 1, 2&3) and Rs. 10.00 lacs (for Group 4).

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. North DMC 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; 2013-14, Year 2; 2014-15 Year 3; 2015-16.

The Applicant shall provide the audited financial statements.

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 (North DMC) 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/terminated, under litigation or arbitration, by the erstwhile MCD or North DMC or any Central/ State Government or any other Govt./ Semi-Govt, Municipal Corporation and the bar subsists as on the date of Application, would not be eligible to submit an Application.
- 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 work 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 one year from the date of submission of Bid document or date of negotiation if any, whichever is later. North DMC 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/ Proposal Security shall be kept 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 Proposal Security of the successful Bidder will be discharged when the successful Bidder has signed the Contract agreement and has deposited/ furnished the Performance Security. The Earnest Money/ Proposal Security of other than L1 bidder would be refunded at the earliest possible.

7.6 The Earnest Money/ Proposal Security 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.
- 7.7 The complete bid document would cost Rs. 5000/- [non refundable] for each group [Rs. Five Thousand Only] payable in the form of Demand draft/ Pay Order drawn in favour of Commissioner, North DMC payable at New Delhi. The document shall be available on the North DMC 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.
- 7.8 In case of the downloaded forms, the cost of bid Document i.e. Rs. 5000/- in the form of Demand draft/ Pay Order drawn in favour of Commissioner, North DMC 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.

- 7.9 The Bidding Firm shall bear all costs associated with the preparation and submission of its bid. North DMC shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the selection process.
- 7.10 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.
- 7.11 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.
- 7.12 North DMC 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.
- 7.13 North DMC reserve the right to reject any or all bids at their sole discretion without assigning any reason thereof.
- 7.14 Canvassing in any form by the bidder or by any other bidder on their behalf may lead to disqualification of their Bid.
- 7.15 North DMC takes no responsibility for delay, loss or non-receipt of bid Document sent by post/ courier.
- 7.16 Telefax/ Email Bids shall not be accepted.
- 7.17 Clarification, if any, can be obtained from Executive Engineer (DEMS) I on E mail address eedems1ndmc@mcd.gov.in

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. North DMC 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 Bidding Document (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, availability of water 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 “Hiring of Mini Jetting/Pressure Spray Machine(s) mounted on vehicle chassis of minimum GVW 2850 KG (like Mahindra Bolero pickup/ Tata 207) equivalent or higher with driver, operator/ Beldar and with all accessories/ fittings and Machineries such as Petrol/ Diesel Engine to meet out required pressure, Water Tank of adequate capacity, High Pressure Jetting pump, Hose Pipe with Jetting Gun and Nozzle with all other attachments of approved make, T&P, Water, Fuel, Lubricants and cleaning material etc. required for Jetting/Pressure Spray of water by the machine on day to day basis to clean the Public Conveniences for minimum 8 hours working in a day”. This BD is intended to guide the bidders in preparing their bid only. North DMC 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..
- **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.
- **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.
- North DMC 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 North DMC 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 North DMC 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, North DMC may, for any reason, modify the Bid Document by the issuance of an Addendum.
- 10.2 Any Addendum thus issued will be sent on available email I.D. provided by the bidder to all bidders.
- 10.3 North DMC 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 Bid document, the North DMC will hold a Pre-Bid meeting. Pre-Bid meeting will take place at the office of the D-in-C (DEMS) at 6th Floor, Dr SPM Civic Centre, Minto Road, New Delhi-110 002, to give clarification on the points mentioned in the Bid document. Suggestions, if any, from the Bidders shall be taken note of to strengthen and augment the content of the Bid document for the work defined, if found necessary, however, North DMC reserves the right to address only those suggestions that are deemed valuable to improve the content of the Bid document.
- 11.3.2 Attendance of the Bidders at the Pre-Proposal meeting is not mandatory. However, subsequent to the pre-bid meeting, North DMC shall not respond to the requests for clarification or queries from any of the bidder(s).
- 11.3.3 North DMC reserves right to incorporate amendments to Bid document by including additional points in the document or by deleting existing ones as per decision taken in pre-bid meeting. The North DMC shall announce changes in the form of Addendum to the Bid 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 Prospective Bidders present in the meeting through available e-mail.

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 North DMC. Similarly, no revision in quoted price shall be allowed should the deviations stipulated by him are not accepted by North DMC 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 Conditional /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 North DMC 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. Name of work with group should be indicated clearly on the proposal.

The rates shall be quoted in figures as well as in words and shall be protected with transparent tape, failing which the bid shall be rejected.

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 North DMC, 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, North DMC 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 including page numbering. The person (s) signing the Bid shall initial all the alterations, omissions, additions, or any other amendments made to the Proposal.
- The Bidder(s) will provide all the information required by this Bid document and in the specified format(s). The North DMC will only evaluate those Proposals that are received in the required format(s) that are complete in all respects.
- The North DMC reserves the right to reject the Proposal of a Bidder without opening the Part II Financial Section if, in its opinion, the contents of Part I Commercial Section are not substantially responsive with the requirements of this bid document.

17.0 North DMC'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. North DMC 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 Superintending Engineer (DEMS),
North Delhi Municipal Corporation,
Room No. 31, Ambedkar Stadium, Gate No. 9,
10th Floor, Dr. SPM Civic Centre, JLN Marg
Delhi -02.

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

The bidder shall prepare and submit their proposals (**for each group separately**) in original and clearly mention the group with name of work.

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 second envelope 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, North DMC, 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, North DMC will assume no responsibility for the misplacement or premature opening of the Proposal.
- North DMC must receive proposals at the address no later than the time and date stipulated.

19.0 LATE BIDS

North DMC 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, North DMC 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 North DMC 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 North DMC.

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

North DMC 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, North DMC shall correspond only with the successful bidder.

North DMC 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. North DMC 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 Financial Proposal. 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 Work 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 Work;
- (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 North DMC, 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 MEASUREMENTS FOR PAYMENT

- 28.1 The work will be supervised by the zonal Municipal officers. Proper logbook, performance report, labour record i/c requirement as per labour laws along with other reports etc with proper records shall be maintained by the contractor. The payment, will be made accordingly for the work done by the contractor on the rates awarded, of per day hiring charges after making all necessary deductions and recoveries/penalties as per terms and conditions of the agreement/Bid document after the submission of the monthly bill by the contractor as per availability of budget.
- 28.2 The payment will be made on actual basis as per the working/ running condition verified by the department and that the idle conditions will not be considered for payment.

29.0 RECTIFICATION OF DEFECTS

If there is damage to any of the Public Conveniences/ 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 North DMC 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 Work is not available on account of any of the following, for the duration thereof;

- i. Force Majeure Event
- ii. Compliance with a request from North DMC or the directions of any Government Agency, the effect of which is to close all or any part of the work. Notwithstanding the above, the Contractor shall keep the unaffected parts of the work 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 Work 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 the work/ deployment of the vehicle within 90 days of signing of agreement
- (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 Work Site/Work 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 Work 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 Work 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 North DMC, 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 Work and such attachment continues for a period exceeding 45 days.
- (8) The Contractor has neglected or failed to regular and proper cleanliness of Public Conveniences, as required under this contract.
- (9) 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 .

30.2 Upon Termination of this Agreement on account of a Contractor Event of Default, North DMC 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.

31.0 FORCE MAJEURE

No failure or omission by either Party to carry out or observe any of the terms and conditions of this Agreement shall give rise to any claim against the Party in question or be deemed a breach of this Agreement if such failure or omission arises from any of the causes beyond the reasonable control of that Party, including, without limitation, war, warlike operation, insurrection, riot, fire, explosion; accident; governmental act, material control regulations or orders act of God, act of the public enemy, epidemic and quarantine restriction provided that the non-performing party has provided the other party with prompt written notice of the obligations it will not be able to perform and has taken all reasonable care to minimize the effect of any such force majeure situation. If a force majeure event that prevents the Contractor from performing it's obligations under this Agreement, does not end within thirty (30) days, then the North DMC shall be entitled by written notice to terminate this Agreement.

32.0 DISPUTE RESOLUTION

32.1 Mediation

The parties shall use their best efforts to settle amicably all disputes including any unresolved controversy or dispute arising out of or in connection with the existence, interpretation, performance, or termination of this Agreement, arising out of or in connection with this Agreement (“DISPUTE”)

- (i) The party raising the Dispute shall address to the other party a notice requesting an amicable settlement of the Dispute.

- (ii) The Dispute will be referred for resolution between Engineer in charge, Mr. [.....] of North DMC (or any other person duly authorized by North DMC) and Mr. [.....] of the CONTRACTOR or any other person duly authorized by the CONTRACTOR. The Dispute will then be resolved by them and the agreed course of action documented, within a period of ten (10) days.

32.2 Arbitration

If the parties are unable to resolve the Dispute by way of amicable settlement in accordance as above, the parties shall refer such Dispute for Arbitration. Any dispute or difference of any nature whatsoever or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this Agreement shall be referred to the Sole Arbitration of the Commissioner of the North DMC or some other Engineer of the North DMC who may be nominated by the Commissioner. The Contractor will not be entitled to raise any objection to any such Arbitrator on the ground that the Arbitrator is an Engineer of the North DMC or that he has to deal with the matters to which the contract relates or that in the course of his duties as an Engineer of the North DMC he had expressed views on all or any of the matters in dispute or difference. In the event of the Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Commissioner as aforesaid at the time of such transfer, vacation of

office or inability to act, shall designate another person to act as Arbitrator in accordance with the terms of the Agreement such person shall be entitled to proceed with the reference from the point at which it was left

by his predecessor. It is also a term of this Agreement that no person other than the Commissioner of the North DMC as aforesaid shall act as Arbitrator as here under. The Award of the Arbitrator so appointed shall be final, conclusive and binding on all parties to the Agreement, subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications/amendments of or re-enactment thereof and the rules made there under and for the time being in force shall apply to the Arbitration proceedings under this clause.

The Award shall be made in writing within three months after entering upon the reference or within such extended time with mutual consent of the parties as the Sole Arbitrator shall by writing under his own hands make.

The place of arbitration shall be New Delhi. The language to be used in the arbitral proceedings shall be

English. The dispute, controversy or claim shall be decided in accordance with the Indian Law.

Each Party shall bear the cost of preparing and presenting its own case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the arbitration award otherwise provides. The award of the arbitration panel shall be final and binding and neither Party shall be entitled to

commence or maintain any action in a court of law upon the Dispute, except for the enforcement of an arbitral award granted pursuant to this part.

33.0 REPRESENTATIONS AND WARRANTIES

33.1 Representations and Warranties of the CONTRACTOR

The CONTRACTOR represents and warrants to North DMC that:

- a. It is duly organized, validity existing and in good standing under the laws of India.
- b. The bidders should have been registered with the Labour Commissioner under section 7 of the contract labour (Regulations & Abolition) Act-1970.
- c. It has full power and authority to execute, deliver and perform its obligations under this agreement and to carry out the transactions contemplated hereby;
- d. It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement:
- e. It has the financial standing and capacity to undertake the Project;
- f. This agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms thereof;
- g. It is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- h. The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the CONTRACTOR's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- i. There are no actions, suits, proceedings, or investigations pending or, to the CONTRACTOR's knowledge, threatened against it at law or in equity before any court or before any other judicial or other authority, the outcome of which may result in the breach of or constitute a default of the CONTRACTOR under this Agreement or which individually or in the aggregate may result in any Material Adverse Effect;
- j. It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court of any legally binding order of any Government CONTRACTOR which may result in any material Adverse Effect or impairment of the Contractor's ability to perform its obligations and duties under this Agreement.
- k. It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief of any other civil or criminal liabilities which in the aggregate have or may have material Adverse Effect;
- l. Subject to receipt by the Contractor from North DMC of the Termination Payment (if any due) and any other amount due under any of the provisions of this Agreement, in the manner and to the extent provided for under the applicable provisions of this Agreement all rights and interests of the Contractor in and to the Project Assets shall pass to and vest in North DMC on

- the Termination Date free and clear of all Encumbrances without any further act or deed on the part of the Contractor or North DMC.
- m. No representation or warranty by the Contractor contained herein or in any other document furnished by it to North DMC or to any Government Contractor in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
 - n. No sums, in cash or kind, have been paid or will be paid, by or on behalf of the Contractor, to any person by way of fees, commission or otherwise for securing the CONTRACT or entering into of this Agreement or for influencing or attempting to influence any Engineer or employee of North DMC in connection therewith.
 - o. Without prejudice to any express provision contained in this Agreement, the CONTRACTOR acknowledge that prior to the execution of this Agreement, the Contractor has after a complete and careful examination made an independent evaluation of the specifications and Standards, Project Site and all the information provided by North DMC, and has determined to the Contractor's satisfaction the nature and extent of such difficulties, risks and hazards as are likely to arise or may be faced by the Contractor in the course of performance of its obligations hereunder.
 - p. The Contractor further acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in (a) above and hereby confirms that North DMC shall not be liable for the same in any manner whatsoever to the Contractor.
 - q. That it is a term of this agreement that the Contractor shall be personally liable, accountable and responsible for any or all the damages/losses caused to the users, and the Contractor shall also be responsible liable for any damages/losses suits arising out of such an incident. That the North DMC shall not be liable or responsible for any omissions or commissions by the Contractor and/or its staff or any third party and the Contractor shall indemnify the North DMC for any expense or liability by whatever name called owing to any claim/damages/compensation/award arising out of any direction/order/judgment in any dispute or cause emanating or attributable directly or remotely to any gross omissions or commissions of the Contractor.

33.2 Representation and Warranties of North DMC

North DMC represents and warrants to the Contractor that;

- a. North DMC has full power and authority to grant the CONTRACT.
- b. North DMC has taken all necessary action to authorise the execution, delivery and performance of this Agreement
- c. this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

34.0 GENERAL INDEMNITY.

The Contractor shall indemnify, defend and held North DMC 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 North DMC 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.

35.0 GOVERNING LAW AND JURISDICTION

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India and the Courts at New Delhi shall have jurisdiction over all matters arising out of or relating to this Agreement.

36.0 WAIVER

(a) Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations or under this Agreement:

- I. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement.
- II. shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
- III. shall not affect the validity or enforceability of this Agreement in any manner.

(b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance or any variation or the relinquishment of any such right hereunder.

37.0 SURVIVAL

Termination of this Agreement (a) shall not relieve the Contractor or North DMC of any obligations hereunder which expressly or by implication survive Termination hereof; and (b) except as otherwise provided in any provision of this Agreement, expressly limiting the liability of either Party, shall not relieve either party of any obligations or liabilities for loss or damage to the other party arising out of or caused by acts or omissions of such party prior to the effectiveness of such Termination or arising out of such Termination.

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

If to the Contractor:

The Managing Director/Managing Partner/Name of the Contractor/Firm,

Name of the Contractor :

Address:

Phone/Fax:

39.0 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.

40.0 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.

41.0 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.

42.0 INDEPENDENT CONTRACTING PARTIES

Both parties are independent Principals, Nothing in this Agreement shall be deemed to create an agency, partnership, joint venture, or employer/employee relationship.

43.0 LOST PROFITS/CONSEQUENTIAL DAMAGES

In no event shall either party be liable for any lost 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.

SIGNED SEALED & DELIVERED

FOR AND ON BEHALF OF THE COMMISSIONER, NORTH DMC BY:

(Signature)

(Name)

(Designation)

Contractor:

The Managing Director/Managing Partner/Name of the Contractor/Firm,

Name of the Contractor :

Address:

Phone/Fax:

MINIMUM TECHNICAL SPECIFICATION OF THE MINI JETTING MACHINE

1. Machine: - **MINI JETTING PRESSURE SPRAY MACHINE MOUNTED ON VEHICLE CHASSIS LIKE Mahindra Bolero/Tata 207 or (equivalent or higher GVW)**

2. GVW:- **Minimum 2850 KG**
The vehicle should be of adequate capacity to meet out the requirement of work and should be compatible to the total running load on vehicle in operation

3. Engine: Suitable to meet the required pressure, Diesel/ Petrol modal any of the make like Greaves, Vnaguard, Honda or equivalent with ISO certification to meet out the required pressure of minimum 130 BAR.

4. Pump: To meet pressure of minimum 130-200 bar of any of the make like Interpump, Annovi Reverberi, Speck, Comet or equivalent with ISO certification.

5. Aluminum Hose Reel (Delivery Outlet): 50 mtrs minimum.

6. Water Tank: adequate capacity for water and for phenyl etc. tank built integrally in a single piece with easy filling provision provided in the sides.

7. Body Work : - With covered body.

The above tank/ equipment shall be mounted on suitable vehicle chassis with all safety measures for smooth operation of equipments. The critical component i.e. jetting pump, jetting hose, nozzle, engine etc. should be from ISO certified manufacturers only. The firm should have a backup letter confirming their association and availability of spares till the completion of the contract period from the manufacturers of critical components.

The vehicle should be of adequate capacity/ GVW and design to meet out the requirement of work and following RTO norms and be registered with RTO as mini jetting machine/ jetting machine. Vehicle should be compatible to the total running load on vehicle in operation.

The bidder shall make necessary arrangement for mounting the equipments on the chassis according to the rules laid by the Regional Transport Office, Delhi.

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: Hiring of Mini Jetting/Pressure Spray Machine(s) mounted on vehicle chassis of minimum GVW 2850 KG (like Mahindra Bolero pickup/ Tata 207) equivalent or higher with driver, operator/ Beldar and with all accessories/ fittings and Machineries such as Petrol/ Diesel Engine to meet out required pressure, Water Tank of adequate capacity, High Pressure Jetting pump, Hose Pipe with Jetting Gun and Nozzle with all other attachments of approved make, T&P, Water, Fuel, Lubricants and cleaning material etc. required for Jetting/Pressure Spray of water by the machine on day to day basis to clean the Public Conveniences for minimum 8 hours working in a day.

I, the undersigned hereby acknowledge and confirm receipt of the bidding Document for the work from the North Delhi Municipal Corporation (North DMC) 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- WORK UNDERTAKING

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

Subject: Hiring of Mini Jetting/Pressure Spray Machine(s) mounted on vehicle chassis of minimum GVW 2850 KG (like Mahindra Bolero pickup/ Tata 207) equivalent or higher with driver, operator/ Beldar and with all accessories/ fittings and Machineries such as Petrol/ Diesel Engine to meet out required pressure, Water Tank of adequate capacity, High Pressure Jetting pump, Hose Pipe with Jetting Gun and Nozzle with all other attachments of approved make, T&P, Water, Fuel, Lubricants and cleaning material etc. required for Jetting/Pressure Spray of water by the machine on day to day basis to clean the Public Conveniences for minimum 8 hours working in a day.

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 North DMC, 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, North DMC 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 :****CONTACT NO. :****EMAIL ADDRESS :**

**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	DETAILS OF VEHICLE(S) DEPLOYED	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/ Work & 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. Details of vehicle Deployed on the work (Make of the vehicle and the Registration Certificate (RC) copy to be enclosed :
10. Performance Report

1)	Quality of work	Very Good/Satisfactory/Poor
2)	Financial soundness	Very Good/ Satisfactory /Poor
3)	Technical Proficiency	Very Good/ Satisfactory /Poor
4)	Resourcefulness	Very Good/ Satisfactory /Poor
5)	General behaviour	Very Good/ Satisfactory /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	PROFIT/LOSS (IN Lakhs)
I) 2013-14		
II) 2014-15		
III) 2015-16		

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

C. Are you under liquidation, court receivership or similar other proceedings?

If YES provide details

COMPANY SEAL

NAME OF BIDDER:

SIGNATURE OF BIDDER:

FORM E

DETAILS OF THE VEHICLE PROPOSED FOR DEPLOYMENT

The bidder shall submit the details of vehicles proposed to be deployed for the work

S.no	Vehicles Description	Nos.	Capacity & Make	GVW	Other Specification as per form E1

COMPANY SEAL

NAME OF BIDDER:

SIGNATURE OF BIDDER:

OTHER SPECIFICATION OF MINI JETTING MACHINE

S .NO.	MINIMUM SPECIFICATION REQUIRED	DETAILS OF BIDDER OFFERED MACHINE
1.	Machine: - MINI JETTING PRESSURE SPRAY MACHINE MOUNTED ON VEHICLE CHESSIS OF GVW 2850 KG LIKE Mahindra Bolero pickup/ Tata 207 or equivalent.	
2.	Minimum GVW:- 2850 GVW or higher to meet the requirement specified as per scope of work and following RTO norms to be registered.	
3.	Labour:- Operator/ Beldar along with driver	
4.	Sitting Capacity: - 1 person with driver	
5.	Engine: Suitable to meet the required pressure, Diesel/ Petrol modal any of the make like Greaves, Vnaguard, Honda or equivalent with ISO certification to meet out the required pressure of minimum 130 BAR	
6.	Pump: To meet pressure of minimum 130-200 bar of any of the make like Interpump, Annovi Reverberi, Speck, Comet or equivalent with ISO certification	
7.	Aluminum Hose Reel (Delivery Outlet): 50 mtrs minimum length and Hose dia of 12.5 mm	
8.	Water Tank: - adequate capacity for water and for phenyl etc. tank built integrally in a single piece with easy filling provision provided in the sides.	
9.	Body Work: - With covered body.	

The vehicle should be designed and confirming to RTO norms and be registered as mini jetting machine and compatible to the total running load on vehicle in operation.

COMPANY SEAL

NAME OF BIDDER:

SIGNATURE OF BIDDER

Additional Information

SIGNATURE OF BIDDER :

NAME OF BIDDER :

COMPANY SEAL :

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, 2016
..... (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: Hiring of Mini Jetting/Pressure Spray Machine(s) mounted on vehicle chassis of minimum GVW 2850 KG (like Mahindra Bolero pickup/ Tata 207) equivalent or higher with driver, operator/ Beldar and with all accessories/ fittings and Machineries such as Petrol/ Diesel Engine to meet out required pressure, Water Tank of adequate capacity, High Pressure Jetting pump, Hose Pipe with Jetting Gun and Nozzle with all other attachments of approved make, T&P, Water, Fuel, Lubricants and cleaning material etc. required for Jetting/Pressure Spray of water by the machine on day to day basis to clean the Public Conveniences for minimum 8 hours working in a day.

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 work.

.....
(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

Hiring of Mini Jetting/Pressure Spray Machine(s) mounted on vehicle chassis of minimum GVW 2850 KG (like Mahindra Bolero pickup/ Tata 207) equivalent or higher with driver, operator/ Beldar and with all accessories/ fittings and Machineries such as Petrol/ Diesel Engine to meet out required pressure, Water Tank of adequate capacity, High Pressure Jetting pump, Hose Pipe with Jetting Gun and Nozzle with all other attachments of approved make, T&P, Water, Fuel, Lubricants and cleaning material etc. required for Jetting/Pressure Spray of water by the machine on day to day basis to clean the Public Conveniences for minimum 8 hours working in a day.

Issued by:

Department of Environment Management Services

North Delhi Municipal Corporation

Name of Work: - Hiring of Mini Jetting/Pressure Spray Machine(s) in different zones of North DMC.

Name of Agency: - _____

Group / Zone: - _____

S.NO	PARTICULARS OF ITEM	Unit	Offered Hiring Rate per day per vehicle (including all taxes and levies) in words also and protected with transparent tape. Service Tax will be paid extra as applicable.
1.	Hiring of Mini Jetting/Pressure Spray Machine(s) mounted on vehicle chassis of minimum GVW 2850 KG (like Mahindra Bolero pickup/ Tata 207) equivalent or higher with driver, operator/ Beldar and with all accessories/ fittings and Machineries such as Petrol/ Diesel Engine to meet out required pressure, Water Tank of adequate capacity, High Pressure Jetting pump, Hose Pipe with Jetting Gun and Nozzle with all other attachments of approved make, T&P, Water, Fuel, Lubricants and cleaning material etc. required for Jetting/Pressure Spray of water by the machine on day to day basis to clean the Public Conveniences for minimum 8 hours working in a day.	Per day per vehicle	

Note:

1. Jetting Machine(s) will be hired on per day basis or as required by the department upto maximum period of 7 years and the escalation/ decrease on the quoted/ awarded rates due to increase/ decrease in fuel and minimum wages will be paid as follows by considering the rates of CNG, petrol and minimum wages rate per day applicable on the date of issue of the NIT i.e. 15.12.2016.
 - i) Rate applicable in case of increase/ decrease in the rate of fuel etc. for every Rs. 1 increase/ decrease in the rate as on above, the per day rate would be increased/ decreased by proportionally: -
 - e) CNG @ 5.00/- (per day)
 - f) Petrol /Diesel @ 1.50/- (per day)
 - ii) Rate applicable in case of increase/ decrease in the rate as on above for every Rs. 1 i.e. minimum wages for unskilled labour notified by the Govt. the increase/ decrease in per day rate @ 2.50/- (per day) i.e for every Rs. 1 increase in minimum wages (unskilled), rate will be increased by Rs. 2.50 on the awarded per day rates and vice versa in case of decrease on account of manpower.
The above rates are inclusive of all taxes and levies. Service tax as applicable shall be paid extra.
2. The hiring rates also includes registration charges, parking charges, washing charges, insurance, accident claims (if any), cost of fuel, T&P, lubricating oil, water etc., challan, salary to driver as well as labour, implementation of all labour relates law (in respect of driver & labours), installation of GPS on the vehicle supervision, monitoring, reporting and all repairs & maintenance of the vehicle, all taxes and levies, complete in all respect. **Service Tax will be paid extra as applicable.**
3. The department reserves the right to decide the final rate, number of Machine(s) and the area/locations where the Machine(s) will be deployed by the selected Agencies.
4. The other terms & conditions and the tender document has been read and signed.
5. **The rates shall be quoted in figures as well as in words and shall be protected with transparent tape, failing which the bid shall be rejected.**

COMPANY SEAL

NAME OF BIDDER:

SIGNATURE OF BIDDER: