

## Section 1

**SOUTH DELHI MUNICIPAL CORPORATION**  
**Assessment and Collection Department**  
**Dr. Shyama Prasad Mukherjee Civic Centre (20<sup>th</sup> Floor),**  
**Jawaharlal Nehru Marg, New Delhi-110002**

**Open Tender for selection of an agency for providing manpower services to Assessment and Collection Department of SDMC for door to door survey of all properties coming under the jurisdiction of SDMC**

No: /Tax/HQ/Tender / 2017-18/D-149

Dated: 01/05/17

Bids are invited on behalf of Commissioner, SDMC from eligible bidders for providing manpower services to Assessment and Collection Department of SDMC for door to door survey of all properties coming under the jurisdiction of SDMC based on the property data/map provided by M/s GSDL for the purpose of creating Data base of all properties for levying property tax.

The eligibility criteria to participate in the bid is mentioned section 2 of the tender document.

The eligible bidder may submit their bids containing the tender documents duly signed on each page along with requisite Earnest Money of Rs. 10 lakh (Rs. Ten lakh only ) in the form of Demand Draft drawn in favour of Commissioner, SDMC along with other documents as mentioned in the tender document. The estimated cost of the work is Rs. 4.5 crore.

Tender document can be obtained from the office of Joint A&C/HQ, SDMC Dr. Shyama Prasad Mukherjee Civic Centre (20<sup>th</sup> Floor) Jawaharlal Nehru Marg, New Delhi-110002 on payment of Rs. 5000/- in the form of Demand Draft drawn in favour of Commissioner, SDMC on any working day during office hours till 21/5/17 upto 1:00 PM.

The tender documents may also be downloaded through SDMC's website [www.mcdonline.gov.in](http://www.mcdonline.gov.in), for which the requisite tender Fee of Rs. 5000 (Rupees five thousand Only) for participation in tender, shall be deposited by way of demand draft/pay order payable at Delhi drawn in favour of Commissioner, SDMC along with submission of the bid.

The bids shall be received till 22/05/17 upto 15:00 hrs in the office of Joint A&C/HQ, SDMC and shall be opened on the same day at 1600 hrs in the conference room at 20<sup>th</sup> Floor, Dr. Shyama Prasad Mukherjee Civic Centre, Jawaharlal Nehru Marg, New Delhi-110002. The important dates in respect of the tender are as follows:

Date of issue of Tender	From the date of publication in Newspaper, onwards
Pre Bid Meeting	15/5/17 at 15.00 Hours at 20 <sup>th</sup> Floor, Conference Hall, Civic Centre, New Delhi-110002

Last Date for Submission of Tender Documents	22/05/17 till 15.00 Hours at the office of Jt A & C (HQ) , 20 <sup>th</sup> Floor , Civic Centre, New Delhi-110002
Date & Time of opening of Technical bid	22/05/17 at 15.30 Hours
Date & Time of Opening of Financial Bid	To be intimated to technical qualified bidders

Prospective bidders are advised to regularly go through SDMC website as corrigendum/amendments/clarification/reply to pre-bid query (if any), will be notified on the official website and no separate advertisement/communication in any other form will be made for this purpose.

Any bid not accompanied with the tender fee and EMD shall be summarily rejected.

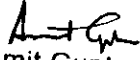
  
Dy.A& C/HQ

**SOUTH DELHI MUNICIPAL CORPORATION**  
**Assessment and Collection Department**  
**Dr. Shyama Prasad Mukherjee Civic Centre (20<sup>th</sup> Floor),**  
**Jawaharlal Nehru Marg, New Delhi-110002**

**Tender Document**

**For**

**Selection of an agency for providing manpower services to Assessment and Collection  
Department of SDMC for door to door survey of all properties coming under the jurisdiction  
of SDMC**

  
**Amit Gupta**  
Dy. Assessor & C  
Assessment & C  
South D  
20th Fl

Section 1

**SOUTH DELHI MUNICIPAL CORPORATION**  
**Assessment and Collection Department**  
Dr. Shyama Prasad Mukherjee Civic Centre (20<sup>th</sup> Floor),  
Jawaharlal Nehru Marg, New Delhi-110002

**Open Tender for selection of an agency for providing manpower services to Assessment and Collection Department of SDMC for door to door survey of all properties coming under the jurisdiction of SDMC**

No: /Tax/HQ/Tender / 2017-18/D- 149

Dated: 01/05/17

Bids are invited on behalf of Commissioner, SDMC from eligible bidders for providing manpower services to Assessment and Collection Department of SDMC for door to door survey of all properties coming under the jurisdiction of SDMC based on the property data/map provided by M/s GSDL for the purpose of creating Data base of all properties for levying property tax.

The eligibility criteria to participate in the bid is mentioned section 2 of the tender document.

The eligible bidder may submit their bids containing the tender documents duly signed on each page along with requisite Earnest Money of Rs. 10 lakh (Rs. Ten lakh only ) in the form of Demand Draft drawn in favour of Commissioner, SDMC along with other documents as mentioned in the tender document. The estimated cost of the work is Rs. 4.5 crore.

Tender document can be obtained from the office of Joint A&C/HQ, SDMC Dr. Shyama Prasad Mukherjee Civic Centre (20<sup>th</sup> Floor) Jawaharlal Nehru Marg, New Delhi-110002 on payment of Rs. 5000/- in the form of Demand Draft drawn in favour of Commissioner, SDMC on any working day during office hours till 21/5/17 upto 1:00 PM.

The tender documents may also be downloaded through SDMC's website [www.mcdonline.gov.in](http://www.mcdonline.gov.in), for which the requisite tender Fee of Rs. 5000 (Rupees five thousand Only) for participation in tender, shall be deposited by way of demand draft/pay order payable at Delhi drawn in favour of Commissioner, SDMC along with submission of the bid.

The bids shall be received till 22/05/17 upto 15:00 hrs in the office of Joint A&C/HQ, SDMC and shall be opened on the same day at 1600 hrs in the conference room at 20<sup>th</sup> Floor, Dr. Shyama Prasad Mukherjee Civic Centre, Jawaharlal Nehru Marg, New Delhi-110002. The important dates in respect of the tender are as follows:

Date of issue of Tender	From the date of publication in Newspaper, onwards
Pre Bid Meeting	15/5/17 at 15.00 Hours at 20 <sup>th</sup> Floor, Conference Hall, Civic Centre, New Delhi-110002

Last Date for Submission of Tender Documents	22/05/17 till 15.00 Hours at the office of Jt A & C (HQ) , 20 <sup>th</sup> Floor , Civic Centre, New Delhi-110002
Date & Time of opening of Technical bid	22/05/17 at 15.30 Hours
Date & Time of Opening of Financial Bid	To be intimated to technical qualified bidders

Prospective bidders are advised to regularly go through SDMC website as corrigendum/amendments/clarification/reply to pre-bid query (if any), will be notified on the official website and no separate advertisement/communication in any other form will be made for this purpose.

Any bid not accompanied with the tender fee and EMD shall be summarily rejected.

Sd/-  
Dy.A& C/HQ

## Section 2 - Instructions to Bidders

1. Procedure for Submission of Bids
  - 1.1. Bids are invited in two bid system as under:
    - (a) Technical Bid
    - (b) Financial Bid

The packing, sealing and marking of the Bids should be done in envelopes as per the instructions given below.

- 1.2. Technical Bid and Financial Bid of the Bidder should be put in separate sealed covers super scribing the wordings

Part I - Technical Bid; and  
Part II - Financial Bid.

- 1.3. Both the Technical Bid - Part-I and Financial Bid-Part II (duly sealed) should be put in a single sealed cover super scribing the wordings "Bid for providing manpower services to Assessment and Collection Department of SDMC for door to door survey of all properties coming under the jurisdiction of SDMC" along with the name, address and telephone number of the bidder on outer cover.

Important:

Note 1: Prices/rate should not be indicated in the Technical Bid failing which the Bid of the Bidder shall be rejected outrightly.

Note 2: Prices/rate should only be indicated in the Financial Bid.

### 2. Cost of Tender Document

- 2.1. The Bidder shall bear all costs associated with the preparation and submission of its Bids, including cost of presentation for the purposes of clarification of the Bids if so desired by the South D.M.C, The South D.M.C will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tender Process. All materials submitted during the Tender Process shall become the property of South D.M.C and may be returned at its sole discretion. The content of each Bidder's Bid will be held in strict confidence during the evaluation process, and details of any Bids will not be discussed outside the tender evaluation process. The tender documents may also be downloaded through SDMC's website [www.mcdonline.gov.in](http://www.mcdonline.gov.in), for which the requisite tender Fee of Rs. 5000/- (Rupees five thousand Only) for participation in tender, shall be deposited by way of demand draft/pay order payable at Delhi drawn in favour of Commissioner, SDMC along with submission of the bid.

### 3. Contents of the Tender Document

- 3.1. The Schedule of Requirements & Scope of Services required, Bid procedures and contract terms are prescribed in the Tender Document. This Tender Document includes:

- Section 1- Notice for Tender
- Section 2 - Instructions to Bidders;
- Section 3- Scope of work and schedule of requirements
- Section 4 - General conditions of Contract;
- Section 5- Special conditions of Contract
- Section 6 – Appendices – Appendix 1 to 11

3.2. The Bidder is expected to examine all instructions, forms, general terms & conditions, and Scope of Work in the Tender Document. Failure to furnish all information required by the Tender Document or submission of a Bid not substantially responsive to the Tender Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

4. A prospective Bidder requiring any clarification of the Tender Document may notify the South D.M.C in writing at the South D.M.C's mailing address indicated in section 1. The queries must also be submitted in following format as follows and should reach before the date of pre-bid meeting.

S. No	Section No.	Clause No.	Page number in Section	Existing Provision in the Clause	Clarification Sought

4.1. The South D.M.C may respond in writing, to any request for clarification of the Tender Document, received before the date of pre-bid meeting and the response to the clarifications will be uploaded on the Website "[www.mcdonline.gov.in](http://www.mcdonline.gov.in)" of South D.M.C.

#### 5. Amendment of Tender Document

5.1. At any time prior to the last date for receipt of Bids, the South D.M.C, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by an amendment.

5.2. The amendment will be notified in writing through fax or e-mail to all prospective Bidders who have received the Tender Document and will be binding on them. The amendment will also be uploaded on the Website "[www.mcdonline.gov.in](http://www.mcdonline.gov.in)" of South D.M.C.

5.3. In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the South D.M.C may, at its discretion, extend the last date for the receipt of Bids.

#### 6. Language of Bids

6.1. The Bids prepared by the Bidder and all correspondence and documents relating to the Bids exchanged by the Bidder and the South D.M.C, shall be written in the English language.

7. Documents Comprising the Bids:

7.1. The Bids prepared by the Bidder shall comprise of the following components:-

- a. Technical Bid comprising the documents/formats specified in eligibility criteria.
- b. Financial Bid in the format given in Appendix-5 and Appendix-6

8. Bid Price/quotation

8.1 The Bidder shall indicate in the proforma prescribed the price/quotation for providing services it proposes to provide under the Contract. Transparent Cellophane Tape should be pasted over the amount quoted, in figures and words, failing which the Financial Bid may be treated as non-responsive. In absence of the above information, the Bid shall be considered incomplete and summarily rejected.

8.2 The Bidder shall prepare the Bids based on details provided in the Tender document and the information gathered by the Bidder. Bidder shall carry out the detailed study of the facilities in accordance with the requirements of the Tender Document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Tender document.

8.3. The price quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever.. The Bid price shall be indicated in Indian Rupees (INR) only.

8.4 The Financial Bid should clearly indicate the price without any qualifications whatsoever and should include all applicable taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. However, should there be a change in the applicable taxes, the taxes would be paid at the prevalent rates.

9. Discount

9.1 The Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted costs. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the lowest, the South D.M.C shall avail such discount at the time of award of contract.

10. Bidder entity:

10.1 The "Bidder" as used in the Tender Document shall mean the one who has signed the Bids. The Bidder may be either the Constituted attorney of the Company/ Firm/ Organization or the Principal Officer or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, be furnished and signed by the Bidder.

10.2 It is further clarified that the individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as :

Constituted attorney of the Company/ Firm/ Organization



OR

The Principal Officer or his duly Authorized Representative of the Company/ Firm/ Organization, in which case he/she shall submit a certificate of authority on behalf of the Company/ Firm/ Organization

10.3 The Bidder shall sign its Bids with the exact name of the Company/ Firm/ Organization to whom the contract is to be issued. The Bids shall be duly signed and sealed by the authorised officer of the Bidder's organization.

10.4 The Bidder shall clearly indicate their legal constitution and the person signing the Bids shall state his capacity and also source of his ability to bind the Bidder.

10.5 The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be Annexed to the Technical Qualification Bid. South D.M.C may outrightly reject any Bid not supported by adequate proof of the signatory's authority.

11. Earnest Money Deposit (EMD)/ Bid Security

11.1 The Bidder shall furnish, as part of its Technical Qualification Bid, Earnest Money Deposit (EMD)/ Bid Security of the amount mentioned in section 1.

11.2 Bidders who are Government Departments and Central Public Sector Undertakings are exempted from furnishing of EMD/ Bid Security.

11.3 Unsuccessful Bidder's EMD/ Bid Security will be discharged/ returned as promptly as possible.

11.4 The EMD/ Bid Security of the successful bidder will be returned upon furnishing of the Contract Performance Security or the same may be adjusted towards performance security.

11.5 The EMD/ Bid Security may be forfeited

(a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Bid; or

b) in the case of a successful Bidder, if the Bidder fails:

to sign the Contract ; or to furnish Contract Performance Security.

12. Period of Validity of Bids

12.1 Bids shall remain valid for 90 days from the date of opening of Technical Bids prescribed by the South D.M.C. A Bid valid for a shorter period may be rejected by the South D.M.C as non-responsive.

12.2 In exceptional circumstances, the South D.M.C may solicit the Bidder's consent to an extension of the period of validity of bid. The request and the responses thereto shall be made in

writing (or by fax). The validity of EMD/ Bid Security shall also be suitably extended. A Bidder may refuse the request without forfeiting its EMD/ Bid Security.

### 13. Format and Signing of Bid

13.1. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign the bid. The authorization shall be indicated by written Power-of-Attorney, as per the format prescribed in Appendix-7, and enclosed with the Technical Qualification Bid. All pages of the Technical Bid and Financial Bid, shall be serially numbered, initialed and stamped by the person or persons signing the Bid.

13.2 The Bid shall contain no interlineations, erasures or overwriting.

### 14. Revelation of Prices

14.1 Prices in any form or by any reason before opening the Financial Bid should not be revealed, failing which the Financial Bid shall be liable to be rejected.

### 15. Terms and Conditions of Bidders

15.1 Printed terms and conditions (General Conditions) of the Bidders will not be considered as forming part of their Bids.

### 16. Local Conditions

16.1 It will be imperative on each Bidder to fully acquaint himself with the conditions and factors, which would have any effect on the performance of the contract and / or the cost.

16.2 The Bidder is expected to visit and examine the office/s of South D.M.C and its surroundings and obtain for themselves on their own all information that may be necessary for preparing the Bid and entering into contract. The cost for visiting the site shall be at Bidder's own cost.

16.3 The Bidder and any of their personnel will be granted permission by the Joint A&C of concerned Department/office of South D.M.C to enter upon its premises and lands for the purpose of such inspection.

16.4 Failure to visit the South D.M.C office/s will in no way relieve the successful Bidder from furnishing any material or performing any work in accordance with the bidding documents.

16.5 It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. The South D.M.C shall not entertain any request for clarification from the Bidder regarding such local conditions.

16.6 It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the Bids and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the South D.M.C and that neither any change in the time schedule of the contract nor any financial adjustments

arising thereof shall be permitted by the South D.M.C on account of failure of the Bidder to appraise themselves of local laws / conditions.

17. Headings

17.1 The headings of conditions hereto shall not affect the construction thereof.

18. Conditions for Eligibility and Technical Qualification of Bidders

18.1 Eligibility

(i) For participation in the Tender process and submitting Bids, Bidders may be a private, public or government-owned legal entity, subject to sub clauses (iv) and (v) below.

(ii) The term "Bidder" used in the Tender would therefore apply to a single entity only.

(iii) The Bidder shall submit a Power of Attorney, authorizing the signatory of the Bid and to commit the Bidder, along with submission of Technical Bid.

(iv) A Bidder that is under a declaration of ineligibility by the South D.M.C or any other Central/ State Government/ Municipal Corporation authority in India on the date of submission of the Bid or thereafter shall be disqualified.

(v) Bid by Consortiums

Bid by a Consortium is not allowed.

18.2. Conditions for Technical Qualification of Bidders

For the purpose of Technical Qualification of Bidders, the Bidder should have the following minimum technical qualifications and should enclose the following supporting and other documents/requirements as applicable:

S. No.	Technical Qualification	Proof/ Supporting Document(s) to be enclosed with the Technical Bid
1	Bank Draft/ Pay Order towards the payment of Non-Refundable Tender Document Fee of Rs. 5000/- (Rupees five Thousand only).  Note: The Bidder must write the Name & Complete postal address of the bidding firm on the reverse side of the Bank Draft/ Pay Order.	Proof of Payment (copy of G8 Receipt) of Non-Refundable Tender Document Fee of Rs.5000/- (Rupees five Thousand only) if the Tender Document was purchased from the office of South D.M.C. OR Original Bank Demand Draft/ Pay Order issued by a Nationalised/ Scheduled Bank for an amount of Rs. 5,000/- (Rupees five Thousand only) drawn in favour of "Commissioner, South Delhi Municipal Corporation" if the Tender Document was downloaded

		from the Website of South D.M.C.
2	Earnest Money Deposit (EMD)/ Bid Security (in original) for an amount of Rs. 10 lakh /-- (Rupees ten lakh only)	Original Bank Demand Draft/ Pay Order/ Bank Guarantee issued by a Nationalised/ Scheduled Bank of Rs. ten lakh in favour of "Commissioner, South Delhi Municipal Corporation".
3	The Bidder should be in the business of providing manpower services for at least last 3 years.	The Certificate of Incorporation and Certificate of Commencement of Business issued by the Registrar of Companies or equivalent authority and duly certified statement from their appointed statutory auditor or from the Company Secretary in this regard.
4	Technical Qualification Bid Submission	Technical Qualification Bid Submission Form in <b>Appendix-2 to Appendix 4</b> duly filled and signed by the Authorized Signatory of the Bidder.
5	Solvency Certificate for at least Rs. 2 crore /- (Rupees two crore only).	Duly filled and signed Solvency Certificate from the Banker of the Bidder <b>Appendix-1</b> . Solvency Certificate from a Nationalized/ Scheduled Bank.
6	The Bidder must have a registered office in India.	The Certificate of Incorporation and Certificate of Commencement of Business issued by the Registrar of Companies or equivalent authority.
7	The Bidder must have minimum annual turnover of Rs. 5,00,00,000/- (Rupees five Crore only) during the last financial year ended on 31.03.2016.	Copy of audited balance sheet for financial year 2015-16 must be enclosed. The Bidder must also submit a duly certified statement from their appointed statutory auditor or from the Company Secretary in this regard.
8	The Bidder's Company/ Firm/ Organization must be a profit making Company/ Firm/ Organization in last financial year ended on 31.03.2016.	Copy of audited balance sheet for financial year 2015-16 must be enclosed. The Bidder must also submit a duly certified statement from their appointed statutory auditor or from the Company Secretary in this regard.
9	The Bidder must have minimum experience of 2 years of in providing manpower to any Central Government Department/ State	The Bidder must provide the list of projects with names of customers along with Customer certification

	<p>Government Department/ Central Autonomous Body/ Municipal Corporation/ Central or State Public Sector Undertaking of the following value:</p> <p>(i) One similar work of value not less than 80 % of estimated cost.</p> <p>OR</p> <p>Two similar work of value not less than 50% of estimated cost.</p> <p>OR</p> <p>Three similar work of value not less than 40% of estimated cost. ;</p>	<p>for satisfactory execution of the Work Order (s) and copies of relevant work orders and/ or contract.</p> <p>The experience/work order of private organization shall not be accepted.</p>
10	The bidder must have valid Service Tax Registration, PAN No., EPF registration, ESIC Registration, Labour Department Registration.	Self-Attested copies of the relevant documents must be enclosed.
12	The Bidder should not indulge in any activity which can be termed as the conflicting activities.	A declaration in <b>Appendix-8</b> must be enclosed in this regard.
13	If the family member(s) of any employee of South Delhi Municipal Corporation or any other Municipal Corporation in Delhi is/ are associated with the Bidder, the same fact should be clearly disclosed..	A self-declaration duly signed by the Chief Executive Officer/ Managing Director/ Country or Regional Head of the Bidder in this regard must be submitted in the Format prescribed in Appendix -9.
14	The Bidder should not have been convicted under anti-corruption policy of Government of India/ Government of NCT of Delhi/ any ULB in Delhi and blacklisted by them. If ever blacklisted, the information with brief facts of such instances must be disclosed.	A self-declaration duly signed by the Chief Executive Officer/ Managing Director/ Country or Regional Head of the Bidder in this regard must be submitted in the Format prescribed in Appendix-10
15	Authorisation letter to sign the bid document	Authorisation letter in format as per <b>Appendix -7</b>

19. Sealing and Marking of Bids

19.1 The Bidders shall seal and mark the Bid strictly in accordance with the instructions.

19.2 If the outer cover of the Bid is not sealed and marked as required, the South D.M.C will assume no responsibility for the Bid's misplacement or premature opening.

## 20. Last Date for Receipt of Bids

20.1 Bids will be received at the address and not later than the time and date as specified in Section 1. In the event of the specified date for the receipt of Bids being declared a holiday for the South D.M.C, the Bids will be received upto the appointed time on the next working day.

20.2 The South D.M.C may, at its discretion, extend the last date for the receipt of Bids by amending the Tender Document, in which case all rights and obligations of the South D.M.C and Bidders previously subject to the last date will thereafter be subject to the last date as extended.

## 21. Late Bids

21.1 Any Bid received by the South D.M.C after the last date and time for receipt of Bids prescribed in the tender document will be rejected and/or returned unopened to the Bidder.

21.2 No Bid may be withdrawn in the interval between the last date for receipt of Bids and the expiry of the Bid validity period specified by the Bidder in the Bid. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its EMD/ Bid Security.

## 22. Address for Correspondence

22.1 The Bidder shall designate the official mailing address, place and fax number to which all correspondence shall be sent by the South D.M.C

## 23. Opening of Bids by South D.M.C

23.1 On the date, place and time mentioned in the section 1, the Technical Bids shall be opened in the presence of the representatives of the Bidders. On the basis of information furnished in the Technical Bid, Bidders shall be technically evaluated by the Tender Evaluation Committee. The Financial Bids of technically unqualified Bidders will not be opened. The Date and time of opening of financial bids of technical qualified bidders shall be intimated to technical qualified bidders in writing.

23.2. When deemed necessary, the South D.M.C may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or price quoted.

23.3 In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Bid, the lower of the two shall prevail. If the Bidder does not accept the correction of the errors, its Bid will be rejected. Besides rejection of the bid the Earnest money will also be forfeited as this amounts to withdrawal of bid.

23.4 A Bid determined as not substantially responsive will be rejected by the South D.M.C and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

23.5 The South D.M.C may waive any minor informality or nonconformity or irregularity in a Bid which does not constitute a material deviation.

#### 24. Contacting the South D.M.C

24.1 Any effort by a Bidder to influence the South D.M.C's Bid evaluation, Bid comparison or Contract award decisions may result in the rejection of the Bidder's Bid.

#### 25. Criteria for Evaluation of Bids

25.1. Stage 1-Technical Bids:-The bids shall be first technically evaluated by the Tender Evaluation Committee on the basis of information furnished and documents submitted by the bidders in support of their technical qualification. Those bidders who possess the eligibility conditions as prescribed in the tender shall be declared technically qualified.

The Committee may choose to conduct discussion/presentation or seek clarification from Bidders as per the procedures of South D.M.C. The decisions of the Tender Evaluation Committee in the evaluation of Technical and Financial Bids shall be final and binding subject to approval of the Commissioner.

After the technical evaluation is completed, South D.M.C shall notify the date, time and location for opening the Financial Bids to the technically qualified Bidders.

#### 25.2 Stage 2- Evaluation of Financial Bids

Based on the results of the technical evaluation, the Tender Evaluation Committee will then proceed to open and evaluate the Financial Bids of the technically qualified Bidders on the appointed date and time in the presence of bidder or their authorized representative. The Committee will take into account the information supplied by the Bidders in their financial Bid. The bidder or their authorized representative/s are required to submit the authority letter for attending the proceedings.

Based on the price quoted by a Bidder, All Bids shall be ranked as L1, L2, L3 ... and work will be awarded to L1 (the lowest quote).

The South D.M.C will however not bind itself to accept the "Lowest Evaluated Bid" or any Bid and reserves the right to accept any Bid, wholly or in part.

#### 26. South D.M.C's Right to Vary Scope of Contract at the time of Award

26.1 The South D.M.C may at any time, by a written order given to the Bidder in terms of General Conditions of Contract, make changes within the general scope of the Contract. In case of any increase/ decrease in the scope of work, the contract value will be correspondingly increased/ decreased on pro-rata basis.

26.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of the South D.M.C's changed order.

27. South D.M.C's Right to Accept Any Bid and to Reject Any or All Bids

27.1 The South D.M.C reserves the right to accept any Bid, and to annul the Bid process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the South D.M.C's action.

28. Notification of Award

28.1 Prior to the expiration of the period of Bid validity, the South D.M.C will notify the successful Bidder in writing by registered letter or by fax (LoA), to be confirmed in writing by registered letter, that its Bid has been accepted.

28.2 The notification of award will constitute the formation of the Contract.

28.3 Upon the successful Bidder's furnishing of Contract Performance Security, the South D.M.C will promptly notify each unsuccessful Bidder and will discharge its EMD/ Bid Security.

28.4. The time taken between the LoA and notice to proceed may be utilized by the bidder for mobilizing the manpower.



## 29. Signing of Contract

29.1 At the same time as the South D.M.C notifies the successful Bidder that its Bid has been accepted, the South D.M.C will send the Bidder the Contract Form provided in the Tender Document as per Appendix -11.

29.2 Within 15 days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the South D.M.C

## 30. Contract Performance Security

30.1 Within 15 days of the receipt of Work Order from the South D.M.C, the successful Bidder shall have to furnish 10 % of the Contract Value as Performance Security. The Performance Security shall be in the form of a Bank Guarantee. For the purpose of this Clause, the Contract Value shall be computed on the basis of the contract price.

30.2 Failure of the successful Bidder to comply with the requirement of signing of contract and furnishing contract performance security shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD/ Bid Security of such successful Bidder.

31. Incomplete Bids will be rejected outright. Evaluation will be carried out for the total Scope of Work covered in this Tender document.

32. The Bidder shall be deemed to have agreed and complied with all clauses of all the sections of the Tender document, including Bid Evaluation Criteria, Scope of Work Timelines and General Terms and Conditions of Contract, Special Condition of Contract. Evaluation will be carried out on the basis of information available in the Bid.

33.If the information provided by the Bidder is found to be incorrect/ misleading at any stage/ time during the Tender Process, the bid shall be rejected outright.

34. Offers of following kinds will be rejected summarily:

- (i) Bids submitted without EMD/ Bid Security or Tender Document Fee along with the offer
- (ii) Bids received through Fax/Email
- (iii) Bids which do not confirm unconditional validity of the Bid for 90 days from the date of opening of Technical Bids.
- (iv) Bids where prices are not firm during the entire duration of the contract and /or with any qualifications.
- (v) Bids which do not conform to South D.M.C's Bid format.
- (vi) Bids which do not confirm to the completion period indicated in the Tender Document.

35. Abbreviations used in Tender documents:

- i) DMC Delhi Municipal Corporation
- ii) DSSDI Delhi State Spatial Data Infrastructure

iii)	EDLI	Employees deposit Linked Insurance
iv)	EMD	Earnest Money Deposit
v)	EPF	Employees Provident Fund
vi)	EPFO	Employees Provident Fund Organisation
vii)	ESI	Employees State Insurance
viii)	ESIC	Employees State Insurance Corporation
ix)	FDR	Fixed Deposit Receipt
x)	GIS	Geographic Information System
xi)	GSDL	Geo Spital Delhi Limited
xii)	LoA	Letter of Award
xiii)	LoI	Letter of Intent
xiv)	MoU	Memorandum of Understanding
xv)	PAN	Permanent Account Number
xvi)	SDMC	South Delhi Municipal Corporation
xvii)	ULB	Urban Local Bodies
xviii)	UTM	Universal Transverse Mercator

### Section 3 – Scope of Work and Schedule of Requirement

At present, there are about 4 lakh properties in respect of which property tax is being received by SDMC. It is roughly estimated that there are about 10-12 lakhs property units under the jurisdiction of SDMC for the purpose of property tax. However, the exact number of properties can be ascertained only after comprehensive door to door field survey.

2. SDMC has entered in MOU with GSDL whereby GSDL shall provide the standard property survey form and hard copy of UTM grid maps based on DSSDI data model for the field data collection and shall provide ancillary necessary support to SDMC for door to door survey of properties in identification of property and shall provide unique identification to each building and building unit.

3. In order to widen the property tax net and to create a complete data base of all properties, it has been decided to conduct door to door survey of all properties coming under the jurisdiction of SDMC for which the manpower services are required through a reputed agency for a period of 9 months for completion of survey. In addition, survey executives and one team leader (technical persons having knowledge GIS) to monitor, supervise and coordinate the various activities associated with the survey are required. After the contract period of 9 months, the residual survey work if any, shall be got completed by retaining the requisite number of manpower.

4. The requirement of manpower, minimum qualification of personnel and duties are as follows:

Category	Requirement of Manpower	Qualification
Personnel for door to door/field survey	234	12 <sup>th</sup> pass Should be able to use computer (MS Office)/typing
Survey Executive	4	12 <sup>th</sup> pass/Graduate + Diploma in GIS + 2 years experience in survey work
Team Leader	1	Graduate + Diploma/Degree in GIS+ 5 years experience in Survey work

The aforesaid requirement of manpower may increase or decrease during the period of contract.

#### Duties of Personnel for survey and methodology for survey

- (i) The survey person shall visit the properties based on the map/information to be provided by GSDL in hard copy, fill the prescribed survey form on the basis of information provided by the property owner/occupier, obtain requisite documents, fill his observations in the survey form in the respective column. However, he will not be allowed to enter the premises for inspection in the absence of Area Inspector & designated person as authorized by the competent authority.

- (ii) At least 40 properties to be surveyed by each person on daily basis. However, the target of 40 properties will be on higher side on the basis of ward or area as in case of DDA flats, apartments one building consist a large no. of properties. The day of leave will be decided by the department. However, Saturdays & Sundays will be working days.
- (iii) The field personnel shall be imparted necessary training/briefing by the officers of SDMC/GSDL for conducting survey.
- (iv) The staff of Property Tax Department/support of Police shall be provided for conducting survey, if required.
- (v) A colony wise survey schedule shall be worked out in advance which shall be published by SDMC in advance in newspapers / other modes of publicity to ensure proper response from property owners/ occupiers on the given date and time.
- (vi) Due publicity shall be given by the SDMC for the proposed survey to elicit good response from the property owner/occupies.
- (vii) The Project aims at creation of a quality primary data based on physical site visits and recording parameters materially relevant for property tax.
- (viii) It shall be responsibility of the property owners / occupiers that they shall provide photocopy of all the supporting documents in support of their claim as to ownership / tenancy, super built area and year of construction to the survey team at their own cost.
- (ix) The source of requisite information shall be owners / occupiers of properties or in case of non occupied properties / plots, neighbors or colony guards etc or any other source as deemed fit by the selected Agency subject to approval by the Nodal Officer of SDMC.
- (x) In case the owner / occupant is present then the requisite information filled in the survey form shall be on the basis of declaration provided by the owner / occupant and the survey form shall be duly signed by him/her along with contact landline / mobile number, if any.
- (xi) In case the owner / occupier / tax payer is not present at the time of survey, the field personnel shall paste a sticker with Name, Contact No. & purpose of visit, to enable the owner to contact the surveyor and fix the date and time of survey. If no response is received from the owner, the surveyor will make three attempts/visits on different dates and even after three attempts, the owner/occupier is not available, survey of such properties will be from outside and take note of data gathered from sources as approved by SDMC and mention the reference of the information provider for such unattended properties in the survey form.
- (xii) Details of residential properties which have commercial / professional activities have to be recorded in the survey form along with the covered area under such occupation.
- (xiii) One copy of filled in form will also be provided to the owner / occupant.

- (xiv) The person shall feed the survey data in the computer and handed over the designated authority. He shall report to such officials/officers as may be decided by the Competent Authority of A&C Department.

**Duties of Survey Executive and Team Leader:**

One survey executive shall be deputed for each Zone/HQ for overseeing the survey work and shall arrange to feed the survey data/information in computer in Excel or other format. The survey executive shall report to Team Leader, who shall monitor all the survey results on daily basis. The survey executive as well as field personnel shall report to respective Joint A&C/ Dy. A&C who shall chalk out strategy/plan for survey. The team leader shall guide, supervise and monitor survey work and maintain detailed documentation of daily survey work, Plan field survey strategy and brief to A&C/Joint A&C or other designated officer/s from time to time. The respective survey executive and Team leader shall be responsible for quality check and completion of survey work in time bound manner. The survey data collected shall be passed to GSDL for integration of the data with DSSDI data and to provide the integrated data in usable form for the purpose of property tax.

## SECTION-4

### GENERAL CONDITIONS OF CONTRACT (GCC)

#### 1. DEFINITIONS

##### General

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

“Agreement”	The word “Agreement” and “Contract” has been used interchangeably.
Party/Agency /Service provider	The word “party/Agency/Service Provider” means the Successful Bidder to whom the work of providing manpower services has been awarded and the SDMC “South Delhi Municipal Corporation”.
Letter of Acceptance	Shall mean the intent of the SDMC to engage the successful bidder for providing manpower services
Notice to Proceed	Shall mean the date at which the manpower services are to commence in area under the jurisdiction of SDMC.
‘Confidential Information’	shall mean all information that is not generally known and which is obtained / received during the tenure of the contract and relates directly to the business / assets of SDMC including the information having the commercial value.
Termination Date”	Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
Termination Notice	Shall mean the notice of Termination given by either Party to the other Part
Contractor	Shall mean the successful bidder to whom the work of providing manpower has been awarded.

#### 1.2 CONFIDENTIALITY

1.2.1 The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the SDMC’s business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the SDMC. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of SDMC’s information.

If the Contractor receives enquiries from Press / News / Media/ Radio / Television or other bodies / persons, the same shall be referred by the Contractor to SDMC immediately on receipt of such queries.

## 2 PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)

2.1 The successful bidder within fifteen days of the acceptance of the Letter of Acceptance shall execute a Performance Bank Guarantee for a sum equivalent to 10% of the accepted contract value in the form of Demand Draft/pay order/FDR/Bank Guarantee from a commercial bank in favour of South Delhi Municipal Corporation which would remain with Assessment and Collection Department, South Delhi Municipal Corporation during the contract period and no interest shall be payable on the Security Deposit amount. Fixed Deposit Receipt (FDR) from a Commercial Bank made in the name of Service Provider Company but should be hypothecated to the South Delhi Municipal Corporation. The performance security should remain valid for a period of 90 days beyond the date of completion of all the contractual obligations of the supplier.

2.2 The Bank Guarantee can be forfeited by order of the competent authority of the South Delhi Municipal Corporation in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the South Delhi Municipal Corporation sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

a) If the contractor is called upon by the competent authority of the South Delhi Municipal Corporation to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and the South Delhi Municipal Corporation shall be entitled to make other arrangements at the risk, cost and expense of the contractor.

b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor

2.3 After completion of work the Performance Bank Guarantee (Security Deposit) shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete, the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Work-in-charge. The Work-in-charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work, if no complaint is pending on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and security deposit will be released if otherwise due.

## 3. NOTICE TO PROCEED

After the acceptance of the LoA and securing Performance Bank Guarantee from the successful bidder, SDMC shall issue the 'Notice to proceed', to the contractor authorizing him to provide manpower.

## 4. SIGNING OF CONTRACT AGREEMENT

4.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.

4.2 SDMC shall prepare the draft Articles of Agreement in the Proforma included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.

4.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within Seven (07) days of receipt of the draft Articles of Agreement from SDMC, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.

4.4 The competent authority of the SDMC shall sign the Contract agreement and return a copy of the same to the successful bidder.

## 5. SERVICES REQUIRED BY THE SDMC

5.1 The Contractor shall be providing manpower services in the area under the jurisdiction of SDMC, or as required by the SDMC to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.

5.2 The SDMC shall pay the charges as agreed to between the SDMC and the Contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of Bidding process.

5.3 The Contractor shall provide manpower services in the SDMC area to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor's obligations.

## 6. COMMENCEMENT OF SERVICES

The Contract shall become legally binding and in force only upon :

6.1 Submission of Performance Bank Guarantee in accordance with Clause 2 (Section-4).

6.2 The Contractor shall commence manpower services in SDMC's premises within 30 days from the date of receipt of Notice to Proceed.

## 7. CONTRACTOR'S OBLIGATIONS

7.1 The Contractor shall provide manpower services at SDMC area as per Schedule of Work / Requirements which may be amended from time to time by the SDMC during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the SDMC from time to time.

7.2 The Contractor shall provide manpower services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Contractor only and the SDMC shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid for by the Contractor.



7.3 The Contractor shall submit to SDMC the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities from time to time.

7.4 The Contractor shall produce to the SDMC the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.

7.5 The SDMC shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the any personnel with prior intimation to the SDMC, emergencies, exempted. The replacement shall be made by the contractor immediately within a period of 7 days failing which penalty of Rs. 5000/- shall be imposed on the contractor.

7.6 The Contractor shall cover its personnel for personal accident and death whilst performing the duty and the SDMC shall own no liability and obligation in this regard.

7.7 The Contractor shall exercise adequate supervision to reasonably ensure proper performance of Manpower Services in accordance with Schedule of Requirements.

7.7 The personnel of the Contractor shall not be the employees of the SDMC and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. There will be no Employee and Employer relationship between the manpower engaged by the Contractor/Agency for deployment in SDMC. The Contractor shall make them known about this position in writing before deployment under this agreement.

7.8 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the SDMC shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.

7.9 The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. Proof of the same should be submitted by the Contractor quarterly.

7.10 The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.

7.11 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.

7.12 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the SDMC.

7.13 It shall be responsibility of the Service Provider to issue the employment card/photo / identity card to the workers as per the prescribed format and maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation & Abolition) Act. Cost for the same will be borne by the Bidder.

7.14 The Contractor shall not employ any person below the age of 18 years old. Manpower so engaged shall be trained for providing services.

7.15 The persons deployed by the Agency/Contractor should not have any Police record/criminal cases against them and they should be deployed after police verification. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character verifications of the personnel through local police should be furnished at the time of deployment.

7.16 The Contractor before selecting the manpower will satisfy himself about the character and integrity of the persons proposed to be provided to the SDMC. The Service Provider shall obtain a character certificate in respect of every such person from the school/college last attended by such person or a character certificate from a Gazetted Officer and a copy of such certificate should be made available to the SDMC at the time of deployment.

#### 7.17 Contractor's Personnel

7.17.1 The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention for executing the work thereof.

7.17.2 The Contractor shall submit its Organization Chart, showing therein the details of key personnel with their full contact details. The Contractor shall also keep informing the SDMC of any change in its organization or its personnel.

7.17.3 The personnel engaged by the Contractor shall be dressed in neat and clean uniform (including proper name badges).

### 8. CONTRACTOR'S LIABILITY

8.1 The Contractor shall completely indemnify and hold harmless the SDMC and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the manpower services to the SDMC.

8.2 The Contractor shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, SDMC shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the SDMC may sustain in consequence or arising out of such replacing of the contract.

### 9. SDMC'S OBLIGATIONS

9.1 The SDMC shall comply with and fulfill the recommendations (if any), if deemed necessary by the SDMC, made in writing by the Contractor in connection with the performance of the Services. The SDMC shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's employees or agents in connection with the Services as soon as possible after the SDMC becomes aware of them.

9.2 To enable the Contractor to provide the manpower services the SDMC shall ensure that their staff is available to provide such assistance

9.3 The SDMC shall not be under any obligation for providing empanelment to any of the personnel of the Contractor after the expiry of the contract. The SDMC does not recognize any employee employers relationship with any of the workers of the Contractor.

## 10. VALIDITY OF CONTRACT

The period of contract is 9 months from the date of award subject to continuous satisfactory performance. In case of breach of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the SDMC shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the SDMC. The initial period of contract can be further extended, subject to requirement of manpower and satisfactory services at the sole discretion of the office of the SDMC.

## 11. PAYMENTS

11.1 After selection of the Successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the SDMC for the manpower services.

11.2 The prices in the Price Schedule shall be exclusive of any service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.

11.3 The Contractor shall raise invoice per month and submit the same to SDMC by 5<sup>th</sup> of every following month. The SDMC shall make all endeavors to make payment to the Contractor at the earliest after receipt of the invoice. Against the monthly invoice raised by the bidder, payment shall be released after satisfying and verifying that the required level of work as detailed in the scope of work and schedule of requirement has been achieved. However, if the target is not achieved, a penalty of Rs. 1000/- (Rs. One Thousand only) each of short target will be charged from the concerned person.

11.4 The initial cost of the Contract shall be valid for a period of one year. No price escalation, other than minimum wages revision, shall be entertained by the SDMC during the period.

11.5 After expiry of the Contract and if the Contract is renewed by the SDMC, the Contractor shall claim increase in the Contract cost only on account of increase in the minimum wages, as and when increased by the Government.

11.6 In addition to the Contract payments, the SDMC shall pay for any additional services required by the SDMC, which are not specified in the *Price Schedule*.

11.7 All payments shall be made through NEFT/RTGS/DD only.

11.8 SDMC shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. SDMC shall provide a certificate certifying the deduction so made.

11.9 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

## 12. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

12.1. "Force Majeure" shall mean any event beyond the control of SDMC or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

the date of commencement of the event of Force Majeure;

the nature and extent of the event of Force Majeure;

the estimated Force Majeure Period,

reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.

the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

## 13. TERMINATION

This Contract may be terminated forthwith by either party by giving written notice to the other if;

13.1 The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or

13.2 The Contract may be terminated forthwith by the SDMC by giving written notice to the Contractor, if;

In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the SDMC shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the SDMC and in that event and the security deposit in the form of performance Bank Guarantee shall be forfeited and encashed;

the Contractor does not provide manpower services satisfactorily as per the requirements of the SDMC or / and as per the Schedule of Requirements;

the Contractor goes bankrupt and becomes insolvent.

#### 14. DISCLAIMER

The relatives / near relatives of employees of the SDMC are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
- (b) Their husband or wife.
- (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law)

#### 15. INSOLVENCY

15.1 The competent authority of the South Delhi Municipal Corporation may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.

If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall

