



**SOUTH DELHI MUNICIPAL CORPORATION
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT SERVICES**

TENDER DOCUMENT

NAME OF WORK: OPERATION, MANAGEMENT AND MAINTENANCE OF COMMUNITY TOILET COMPLEX(S) IN **WEST ZONE** UNDER JURISDICTION OF SOUTH DELHI MUNICIPAL CORPORATION

| | | |
|---|-------------------|----------------|
| (1) Date of Pre-Bid Meeting | 26.09.2018 | 02:00PM |
| (2) Last date of Tender Submission | 04.10.2018 | 03:00PM |
| (2) Date of Tender Opening | 04.10.2018 | 03:30PM |

Place of Pre-Bid Meeting, Tender Submission and Opening
Superintending Engineer (DEMS), SDMC,
2nd Floor, Dr. SPM Civic Centre, New Delhi- 110002
Tel:- +011-23722787 e-mail:-eep1mcd@gmail.com

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CHAPTER I



SOUTH DELHI MUNICIPAL CORPORATION
OFFICE OF THE EX. ENGINEER (DEMS STORE)
ROOM NO. 16, AMBEDKAR STADIUM, DELHI GATE, DELHI-110002
Phone-011-23722787 E-Mail: eep1mcd@gmail.com

NIT No.: D/EE(Store)/SDMC/2018-19/174

Dated:13.09.2018

NOTICE INVITING TENDER

Executive Engineer(DEMS)Store/SDMC, on behalf of the Commissioner, SDMC invites tenders on Double Bid system viz. (i) Technical Bid and (ii) Financial Bid, from the experienced agencies/organizations in the form of a registered NGOs, proprietorship/partnership firms, companies registered under Companies Act, Joint Venture, who essentially fulfill requisite "Eligibility Criteria", for the under mentioned work.

| Name of Work | Estimated Cost | Earnest money |
|--|---------------------|-------------------|
| OPERATION, MANAGEMENT AND MAINTENANCE OF COMMUNITY TOILET COMPLEX(S) IN WEST ZONE UNDER JURISDICTION OF SOUTH DELHI MUNICIPAL CORPORATION | 362.02 Lakhs | 7.24 Lakhs |

Eligibility Criteria:-

The bidders who fulfill the following requirements shall only be eligible for participation in the tender for said work:-

(A). Experience of having successfully completed following works during last 7 years ending 31st March 2018-

Three similar completed works each costing not less than the amount equal to **144.81 Lakhs**

Or

Two similar completed works, each costing not less than the amount equal to **217.21 Lakhs**

Or

One similar completed work of aggregate cost not less than the amount equal to **289.61 Lakhs**

Similar nature of work shall mean the work of "Operation, Management & Maintenance of toilet Complexes" or "Housekeeping work of public utilities i/c toilets (at places such as Railway Stations, Metro Rail Stations, DTC Depots, Office Premises/ University Premises, Airports, Hospitals, Shopping Malls etc)", having **minimum 5% WC Seats of total** WC Seats under scope of work, anywhere in India during last seven years. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for tenders. The Bidders shall furnish the following:- **(a)** List of all works of similar nature successfully completed during the last seven years (in Form "C"). **(b)** Performance Report in Form-E, issued by the employers concerned not below the rank of Executive Engineer or equivalent like Estate Manager, Project Manager, etc. towards successful completion of the works.

In case of Joint Venture consisting of maximum three partners, the lead partner shall have experience to the extent of 50% of total prescribed experience.

(B). Turnover:- The average annual financial turn-over of the bidders should be at least equal to **181.01 Lakhs** during the immediate last 3 consecutive financial years ending 31st March,2018, duly audited by a

Chartered Accountant. Year in which no turn-over is shown would also be considered for working out the average.

(C). Profit/Loss:-The bidders shall not have incurred any loss in more than two years during the last five years ending 31st March,2018, duly certified and audited by the Chartered Accountant (Details in Form-A).

(D). The bidder shall submit the financial data in the enclosed format duly verified by Chartered Accountant along with his signature and seal. Cost of Bid document (Non-Refundable): Rs 2000/-.Blacklisted and/or debarred bidders in any deptt./institution, shall not be eligible to participate for the work.

(E) The Joint Venture (as per conditions at Annexure-C) are allowed to participate in the tender for this work.

(F) Pre-Bid Discussions:

SDMC shall hold a pre-bid meeting with the prospective bidders on **26.09.2018 at 1400 Hrs (IST)** in the office of **Superintending Engineer (DEMS), 2nd floor, E-1 Block, Dr. SPM Civic Centre, New Delhi-110002**. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach at the address given below by post, facsimile on or before **25.09.2018, 17:00 Hrs (IST)**.

**Executive Engineer (DEMS)
Room No. 16, SDMC Office,
Ambedkar Stadium,
Delhi-110002
Email: eep1mcd@gmail.com**

The Tender document/RFP can be downloaded from SDMC's Web Site <http://www.mcdonline.gov.in>. The bidders need to pay the cost of document along with application in the above manner and such demand draft (for cost of document) must be prepared and submitted along with the bid. **Downloaded version of the document, if not accompanied with the Demand Draft (as document fees) will be rejected.**

The amendments/clarifications, if any, to the document will also be available on the above website only. The last date of submission of the bid document is **04.10.2018 till 15:00 Hrs (IST)**. The technical bids would be opened on **04.10.2018 at 15:30 Hrs (IST)** in the **office of Superintending Engineer (DEMS), 2nd floor, E-1 Block, Dr. SPM Civic Centre, New Delhi-110002** in the presence of the representatives of the bidders, if any.

**Executive Engineer (DEMS)Store
South Delhi Municipal Corporation**

Chapter-2 Fact Sheet

NAME OF WORK: OPERATION, MANAGEMENT AND MAINTENANCE OF COMMUNITY TOILET COMPLEX(S) IN WEST ZONE UNDER JURISDICTION OF SOUTH DELHI MUNICIPAL CORPORATION

Estimated Cost: - Rs. 362.02 Lakh

Earnest Money:-Rs. 7.24 Lakh in the form of demand draft/banker's cheque payable at New Delhi in favour of Commissioner/SDMC. Earnest money in the form of Fixed Deposit Receipt (FDR) of a scheduled bank for a minimum period of nine (09) months from the date of receipt of the tender pledged in favour of Commissioner/SDMC shall also be acceptable.

Tender Cost:-Rs. 2000/- as cost of RFP document in the form of Demand Draft/Bankers Cheque payable at New Delhi/Delhi in favor of Commissioner, SDMC.

Period of Work:- One year (may be extended further on satisfactory performance of agency, on mutual consent on same rates)

Validity:- Validity of bids shall be 180 days to be counted from date of opening of financial bids. SDMC reserves its right to seek extension of bid validity from the bidder(s) beyond the original bid validity period mentioned in the RFP document.

Performance Guarantee:

- i. The selected bidder would be required to deposit **5% of the accepted bid amount** as performance guarantee for a validity period of **15 months** from the date of issue of LOA in the form of Bank Guarantee from Nationalized /Scheduled Bank duly in favour of Commissioner, SDMC or in the form of Demand Draft/Bankers Cheque issued by Nationalized /Scheduled Bank payable at Delhi/New Delhi favoring Commissioner, SDMC. It must be deposited within 15 days of issuance of the letter of award. The maximum allowable extension for depositing PG shall be 5 days with late fee @ 0.1% per day of performance guarantee.
- ii. If the approved bidder fails to deposit the required performance guarantee within stipulated period, the bid may be cancelled and the amount of earnest money shall be forfeited at the sole discretion of SDMC.
- iii. The performance Guarantee shall be refunded to the agency after successful completion of work/extended period of completion.

The bidder will submit the Technical and Financial bids in two separate sealed envelopes. The technical Bid is to be marked as "Technical Bids for **OPERATION, MANAGEMENT AND MAINTENANCE OF COMMUNITY TOILET COMPLEX(S) IN WEST ZONE UNDER JURISDICTION OF SOUTH DELHI MUNICIPAL CORPORATION**.; Name of Bidder : _____ " containing the following documents/Schedules/Annexure etc.:-

(Envelope-1) (To be opened first):-

- i) **The demand draft/banker's cheque of earnest money & tender cost.**
- ii) **Valid Registration Certificate** under company act or other relevant act.

- iii) **Registration certificate with GST Department.**
- iv) **Registration certificate with EPF & ESI Departments.**
- v) **PAN card** issued by income tax department.
- vi) **ID Proof** of main authorized person of company/firm/NGO, and in case of Joint Venture, ID Proof of all members.
- vii) **Form-A** for Bid Submission/Self Declaration Form
- viii) **Form-B for Financial Information**, including all Balance Sheets etc.
- ix) **Form-C** containing details of all works of similar nature completed during last seven years.
- x) **Form-D Projects Under Execution or Awarded.**
- xi) **Form-E for Performance Report of Works** referred to in form 'C'
- xii) **Form-F for Technical & Administrative Personnel to be Employed for the work.**
- xiii) **Form-G for Detail of Plant and Equipment likely to be used in carrying out the work.**
- xiv) Undertaking for Self-Declaration in prescribed format.
- xv) All documents related to Joint Venture.

Chapter-3
Salient Features

Salient features of Operation, Management & Maintenance(Free User Charge) Scheme proposed to be implemented by SDMC through the O&M agencies:-

- A. South Delhi Municipal Corporation, (here-in-after referred to as “**SDMC**”) is presently providing Common Toilet Facilities popularly known as Community Toilet Complexes (here-in- after referred to as “**CTCs**”) in the area under jurisdiction of SDMC. The SDMC is the owner of these CTCs. There are approximately **62 CTCs** with **1783 WCs** in **West Zone** under the jurisdiction of SDMC at present. These are proposed to be operated, managed & maintained through Non-Government Organizations (NGOs)/Firms/Companies/ Joint Venture, meeting eligibility criteria. The intending agencies need to be registered under respective act/company act.
- B. The CTCs are proposed to be operated, managed & maintained by the successful bidder on “**Free User Charge Basis**” for specified period prescribed in the tender document/NIT. The O&M agency shall be paid by SDMC for the work of operation, management & maintenance of CTCs as per the awarded rate & shall not be permitted to take user charges from the users under any circumstances.
- C. The “**Free User Charge**” scheme has been implemented by the SDMC to make the city clean and to get rid of the menace of rampant open defecation and as such the concerned O&M agency would be expected to work to that target.
- D. These CTCs shall be kept operational **24 hours of the day, 365 days of the year**.

Broad Scope of Work to be executed by the O&M agency:-

- i) The O&M agency shall operate, maintain and manage all the CTCs covered under scope of work (list of CTCs at Annexure-A) as per the terms and conditions set forth here-in-after at free of cost to the user. They shall deploy maintenance staff such as Safai Karamcharies/Cleaning staff, Resident Caretaker and other Supervisory staff as necessary for smooth operation, management and maintenance of the CTCs, to the satisfaction of the Engineer-in-charge.
- ii) The CTCs under the scope of work can be combination of Pucca Structures/ Semi-Pucca Structures/ Prefabricated Structures/Cubicles/ Mobile Toilet Vans (MTVs).
- iii) The CTCs shall be cleaned with mechanized means.
- iv) The O & M agency shall motivate and educate the public/users through publicity and promotional activities for using the toilet complexes.
- v) Electricity (from the power DISCOM)/Water connection (either from DJB or through Tubewell) has been provided at all the Community Toilet Complexes. The O&M agency shall be required to pay the electricity and water consumption charges and the same shall be construed to be part of the service charges per seat being paid by SDMC.
- vi) At few of the places, the O&M agency might be required to arrange water on its own from some reliable source, wherever DJB connection/Tubewell water supply is not available. No additional payment for ensuring round the clock water supply shall be made. The bidders are requested to carefully asses the availability/requirement of water at each CTC.

Eligibility Criteria:-

The bidders who fulfill the following requirements shall only be eligible for participation in the tender for said work:-

(A). Experience of having successfully completed following works during last 7 years-
Three similar completed works each costing not less than the amount equal to **144.81 Lakhs.**

Or

Two similar completed works, each costing not less than the amount equal to **217.21 Lakhs..**

Or

One similar completed work of aggregate cost not less than the amount equal to **289.61 Lakhs.**

Similar nature of work shall mean the work of "Operation, Management & Maintenance of toilet Complexes" or "Housekeeping work of public utilities i/c toilets (at places such as Railway Stations, Metro Rail Stations, DTC Depots, Office Premises/ University Premises, Airports, Hospitals, Shopping Malls etc)", having minimum 5% WC Seats of total WC Seats under scope of work, anywhere in India during last seven years. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for tenders. The Bidders shall furnish the following:- **(a)** List of all works of similar nature successfully completed during the last seven years (in Form "C"). **(b)** Performance Report in Form-E, issued by the employers concerned not below the rank of Executive Engineer or equivalent like Estate Manager, Project Manager, etc. towards successful completion of the works.

In case of JV, the lead partner shall have experience more than of 50% of total prescribed experience.

(C). Turnover:- The average annual financial turn-over of the bidders on similar works should be at least equal to **181.01 Lakhs** during the **immediate last 3 consecutive financial years ending 31st March,2018**, duly audited by a Chartered Accountant. Year in which no turn-over is shown would also be considered for working out the average.

(D). Profit/Loss:-The bidders shall not have incurred any loss in more than **two years during the last five years ending 31st March,2018**, duly certified and audited by the Chartered Accountant (Details in Form-A).

Chapter-4
GENERAL TERMS & CONDITIONS:-

1. Definitions:-

For the purpose of O & M agreement to be entered into by the parties concerned, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

- i) The Owner means the SDMC, which expression shall unless excluded by or repugnant to the context, include its representatives.
- ii) The Owner's representative means Engineer in charge/Nodal EE of each of four Zones i.e. Central Zone, Najafgarh Zone, South Zone and West Zone or its authorized representative.
- iii) "Approval" means order by SDMC's representative in writing including subsequent confirmation of previous approval.
- iv) "O&M Agency" means the Firm/company/NGO in whose favour, the work of operation, management and maintenance of the CTCs is awarded.
- v) The tender for all four zones through 4 NITs shall be called by the EE(DEMS/STORE) under SE(DEMS) at Room no 16, Ambedkar Stadium, JLN Marg New Delhi-110002 and all steps taken by the EE(DEMS/STORE) upto the awarding stage of works.
- vi) The "Agreement" shall be executed between the Nodal EE on behalf of COMMISSIONER, SDMC) (referred to as SDMC) and the successful Bidder (O&M agency) (referred to as O&M Agency). The Nodal EE shall make the payment to the agency only after verification of bills of the CTCs. The Nodal EE also shall propose the necessary recoveries in case of non-performance.

2. Documents to be submitted along with Bids (Envelope-1) shall be as under:-

- i) **The demand draft/banker's cheque of earnest money & tender cost.**
- ii) **Valid Registration Certificate** under company act or other relevant act.
- iii) **Registration certificate with GST Department.**
- iv) **Registration certificate with EPF & ESI Departments.**
- v) **PAN card** issued by income tax department.
- vi) **ID Proof** of main authorized person of company/firm/NGO, and in case of Joint Venture, ID Proof of all members.
- vii) **Form-A** for Bid Submission/Self Declaration Form
- viii) **Form-B for Financial Information**, including all Balance Sheets etc.
- ix) **Form-C** containing details of all works of similar nature completed during last seven years.
- x) **Form-D Projects Under Execution or Awarded.**
- xi) **Form-E for Performance Report of Works** referred to in form 'C'
- xii) **Form-F for Technical & Administrative Personnel to be Employed for the work.**
- xiii) **Form-G for Detail of constriction Plant and Equipment likely to be used in carrying out the work.**
- xiv) Undertaking for Self-Declaration in prescribed format.
- xv) All documents related to Joint Venture.

3. Pre-Qualification Criteria:-

The bidder must satisfy the Eligibility Criteria. If all requisite documents and/or valid documents are not found in respect of any bidder at the time of opening of Technical Bid (Envelope-1), such bidders shall be treated as ineligible bidders & their bids shall be rejected and their Financial Bids shall not be opened. The bidder must not be blacklisted and/or debarred from future bidding/tendering in any department/organization. Bids of such bidders shall be rejected summarily and the matter shall be reported to the concerned authority for necessary action.

4. Evaluation of Technical Bids:

The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the SDMC may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the SDMC shall not be considered. The SDMC's request for clarification and the response shall be in writing.

If a bidder does not provide clarifications of its bid by the date and time set in the SDMC's request for clarification, its bid may be rejected.

5. Bid Evaluation Criteria:

- A. The SDMC shall follow two bid system where the technical bid and financial bid shall be evaluated separately.
- B. During the technical evaluation stage each bidder shall be assigned different marks out of a total of 100 marks, as per the criteria schedule specified below:

CRITERIA FOR EVALUATION OF THE PERFORMANCE OF CONTRACTORS FOR PRE-ELIGIBILITY

| Attributes | | Evaluation | |
|------------|--------------------------------------|------------------------|--|
| (a) | Financial strength | (20 marks) | |
| (i) | Average annual turnover | 20 marks | (i) 60% marks for minimum eligibility criteria |
| | | | (ii) 100% marks for twice the minimum eligibility criteria or more |
| | | | In between (i) & (ii) – on pro-rata basis |
| (b) | Experience in similar class of works | (20 marks) | (i) 60% marks for minimum eligibility criteria |
| | | | (ii) 100% marks for twice the minimum eligibility criteria or more |
| | | | In between (i) & (ii) – on pro-rata basis |
| (c) | Performance on works (time over run) | (20 marks) | |
| | Parameter | Calculation For points | Score |
| | If TOR = | | 1.00 2.00 3.00 >3.50 |
| | | | Maximum Marks |
| (i) | Without levy of compensation | 20 | 15 10 10 |
| (ii) | With levy of compensation | 20 | 5 0 -5 |
| (iii) | Levy of compensation not decided | 20 | 10 0 0 |

TOR = AT/ST, where AT=Actual Time; ST=Stipulated Time.

Note: Marks for value in between the stages indicated above is to be determined by straight line variation basis.

| (d) | Performance of works (Quality) | (15 marks) | |
|------------|---|------------------------|-------------------------------------|
| (i) | Very Good | 15 | |
| (ii) | Good | 10 | |
| (iii) | Fair | 5 | |
| (iv) | Poor | 0 | |
| (e) | Personnel and Establishment | (Max. 10 marks) | |
| (i) | Graduate Engineer | 3 | marks for each |
| (ii) | Diploma holder Engineer | 2 | marks for each upto Max.4 marks |
| (iii) | Supervisory/Foreman | 1 | mark for each upto Max. 3 marks |
| (f) | Plant & Equipment | (Max. 15 marks) | |
| (i) | Suction cum Jetting Machine | 3 | |
| (ii) | Water Tankers | 2 | Marks for each upto Max. 6 marks |
| (iii) | Vehicles for Staff | 2 | Marks for each upto Max 4 marks |
| (iv) | Mobile Repair Van | 3 | upto maximum 6 marks |

6. Opening of bids:-

- i) The Technical Bid (Envelope-1) comprising of requisite documents will be opened first.
- ii) The Technical Committee constituted by SDMC for scrutiny of Technical Bids, shall examine all the documents received through Technical bid(Envelope-1) and decide the eligibility of bidders. The Financial bid (Envelope-2) of only technically qualified bidders shall be opened. The date of opening of financial bid shall be intimated by SDMC in time.
- iii) One agency shall be allowed to bid for one or more zone, however he shall be awarded maximum one zone under normal circumstances. To ensure this the financial bids for the four zones shall be opened in a order determined by the lottery prior to opening of financial bids. Financial bids of the bidder for the subsequent Zone(s) (who have been found to be L-1 for a Zone) shall not be opened. This condition shall be waved in case single bid is left for a particular Zone; in this case the financial bids of all the bidders shall be opened.

7. Award of Work:-

The work will be awarded in favor of lowest bidder whose quoted rate is found lowest and satisfy other criteria after opening of financial bid. Accordingly, the letter of acceptance of tender shall be issued by the Nodal EE to the agency within the validity period.

8. Earnest Money/ Performance Guarantee:-

- i. As notified in the NIT/bid notice, the Earnest Money shall be Earnest money of **Rs.7.24 lakhs** in the form of demand draft/banker's cheque payable at New Delhi in favour of Commissioner/SDMC. Earnest money in the form of Fixed Deposit Receipt (FDR) of a scheduled bank for a minimum period of nine (09) months from the date of receipt of the tender pledged in favour of Commissioner/SDMC shall also be acceptable.
- ii. The bids without Earnest Money would not be considered for evaluation. The earnest money submitted by all the tenderers except the lowest tenderer will be refunded without any interest immediately after the opening of the tenders, or latest within a week from the date of receipt of

tenders except in case of forfeiture.

- iii. After approval/acceptance of the bid of a particular bidder, a letter of award would be issued to the approved bidder.
- iv. The selected bidder would be required to deposit **5% of the accepted bid amount** as performance guarantee for a validity period of **15 months** from the date of issue of LOA in the form of Bank Guarantee from Nationalized /Scheduled Bank duly in favour of Commissioner, SDMC or in the form of Demand Draft/Bankers Cheque issued by Nationalized /Scheduled Bank payable at Delhi/New Delhi favoring Commissioner, SDMC. It must be deposited within 15 days of issuance of the letter of award. The maximum allowable extension for depositing PG shall be 5 days with late fee @ 0.1% per day of performance guarantee.
- v. If the approved bidder fails to deposit the required performance guarantee within stipulated period, the bid may be cancelled and the amount of earnest money shall be forfeited at the sole discretion of SDMC.
- vi. The performance Guarantee shall be refunded to the agency after successful completion of work/extended period of completion.

9. Letter of Commencement of Work:-

It will be issued by the concerned Nodal EE, after deposition of performance guarantee and list of all staff of various categories to be deployed for the full scope of work as per condition No.26.

- 10. Taxes:** - As per the present rules/ laws, no GST is payable on these type of services. In case of any subsequent change in GST laws leading to a GST liability on the part of the agency, the same shall be reimbursed to the agency on actual basis on submission of the proof of deposition of such tax. Any claim whatsoever in the respect of any other tax/levy/cess etc. payable by the agency shall not be entertained by the SDMC.

11. Signing of Contract/Agreement:- The "Agreement" shall be signed/executed between the concerned Nodal EE/Engineer-in-charge on behalf of SDMC (referred to as SDMC/Owner) and the successful Bidder (O& M agency) (referred to as O&M Agency), within 15 days after the issue of the Letter of Commencement of work.

12. Period of the work:-

- i) After issue of Letter of Commencement of Work, the SDMC shall handing over the possession of the CTCs free from all disputes and encumbrances whatsoever immediately to the O&M Agency. The period of work shall be one year reckoned from first date of handing over of the complexes, extendable further depending on the level of services provided by the agency for another year with the pure discretion of the SDMC.
- ii) These CTCs in functional condition shall be handed over by the SDMC to the O&M Agency on as is where basis. Minor repairs what so ever shall be done by the O&M Agency at his own cost. No payment on this account shall be reimbursed/entertained by the SDMC.

13. Part Work /Additional Work:-

- i) The competent authority on behalf of COMMISSIONER, SDMC reserves himself the right of accepting the whole or any part of the tender/bid and the tenderers/ bidders shall be bound to

perform the same at the rate quoted. If some CTCs are handed over by SDMC to the O&M Agency at subsequent dates due to reasons whatsoever, the amount payable to the agency in that event shall be worked out & paid by the department as per the scope of work on proportionate basis.

- ii) The number of CTC/WC in a zone may increase/decrease over a period of time. The number of CTC/WC may vary to the extent of **+/- 30%**. During contract period, the SDMC can assign/include within the scope of work additional CTCs falling within its jurisdiction. The increased Maintenance Charges and performance guarantee shall be worked out for that scope of work on proportionate basis.

14. Acceptance/ Rejection of tender:-

The Competent Authority on behalf of COMMISSIONER, SDMC does not bind itself to accept the lowest or any other tender/bid and reserves the authority to reject any or all the tenders/bids received, without assigning any reason. All tenders/bids in which any of the prescribed condition is not fulfilled by the tenderers/ bidders, shall be summarily rejected.

15. Forfeiture of Earnest Money on withdrawing tender:-

The tender/bid for the works shall remain open for acceptance for a period of one hundred eighty (180) days from the date of opening of Financial Bid. If any Bidder withdraws his tender before the expiry of said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the SDMC shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further, the tenderer shall not be allowed to participate in the re-tendering process of the work.

16. Safety Measures for deployed staff:-

The O & M agency shall be fully responsible for safety of labour, working staff & any one deployed at the CTCs. Proper safety equipments as per requirement of site shall be provided by the agency & agency shall be fully responsible for any accident & consequential claims etc. & SDMC shall not be responsible in any manner.

17. Insurance-

- i) The Agency shall insure his labour against risk of life for entire period of completion of work with Insurance Company and shall make all necessary payments for the same during the entire duration of execution of the work under reference. The Agency shall produce the policies of the Insurance to the Nodal EE before start of the work and its subsequent renewal during the contract period.
- ii) The Agency shall abide by all rules and regulations as per Employees State Insurance Act.

18. Agency to indemnify-

The Agency shall be liable for and shall also indemnify the SDMC against all liabilities, losses, claims, demands, proceedings, damages, costs, charges and expenses and further agrees to defend, indemnify and hold the Board harmless from any penalty whatsoever in respect of any injury or damage to any property or to personals during the execution of work or by the action of any central or state or local authority for violation by the agency engaged on the work.

19. Recovery of Compensation paid to Workman-

In every case in which by virtue of the provisions Sub – section (1) of Section 12, of the Workmen's Compensation Act, 1923, SDMC is obliged to pay compensation to a workman employed by the Agency, in execution of the works. SDMC will recover from the Agency, the amount of the compensation so paid; and without prejudice to the rights of the SDMC, under Sub – section (2) of Section 12, of the said Act, SDMC shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from the sum due to the Agency whether under this contract or otherwise. SDMC shall not be bound to contest any claim made against it under Sub – section (1) Section, 12, of the Act, except on the written request of the Agency and upon his giving to SDMC, full security for all costs for which SDMC might become liable in consequence of contesting such claim.

20. Ensuring Payment and Amenities to Workers if Agency fails-

In every case in which by virtues of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Resolution and Abolition) Central Rules, 1971, SDMC. is obliged to pay any amounts of wages to workman employed by the Agency in execution of the work, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the CPWD / PWD (Delhi Administration)/DJB Labour Regulations, or under the Rules framed by SDMC/Delhi Govt. from time to time for the protection of health and sanitary arrangements for workers employed by CPWD/PWD/DJB/SDMC. The SDMC will recover from the Agency, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the SDMC. Under Sub – section (2) of Section 20, and Sub – section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, SDMC shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by SDMC to the Agency whether under this contract or otherwise. SDMC shall not be bound to contest any claim made against it under Sub – section (1) of Section 20, Sub – section (4) of Section 21, of the said Act, except on the written request of the Agency and upon his giving to the SDMC, full security for all costs for which SDMC might become liable in contesting such claim.

21. Labour Laws to be complied with by the Agency

The Agency shall obtain a valid labour license under the Contract Labour (R & A) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules, 1971, before the commencement of the work, and continues to have a valid license until the completion of the work. The Agency shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act ,1979. The Agency shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

22. No labour below the age of **eighteen years (18)** shall be employed on the work.

23. Payment of Wages:

- (i) The Agency shall pay to labour employed by him either directly or through sub – Agencies, wages not less than fair wages as defined in the CPWD / PWD (Delhi Administration) / SDMC Agency's Labour Regulations or as per provisions of the Agency Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulations and Abolition) Central Rules, 1971, wherever applicable.

- (ii) The Agency shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub – Agencies in connection with the said work, as if the labour had been immediately employed by him.
- (iii) In respect of all labour directly or indirectly employed in the works for performance of the Agency's part of this contract, the Agency shall comply with or cause to be complied with the CPWD / PWD (Delhi Administration) / SDMC Agency's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions un-authorized made, maintenance of wage books or wage slips, publications of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (iv) (a) The concerned Nodal EE, shall have the right to deduct from the money due to the Agency any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non – fulfillment of the conditions of the contract for the benefit of the workers, non – payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non – observance of the Regulations.
- (b) Under the provision of Minimum Wages (Central) Rules, 1950, the contract or is bound to allow to the labours directly or indirectly employed in the works one day rest for 6days continuous work and pay wages at the same rate as for duty. In the event of default the concerned Nodal EE, shall have the right to deduct the sum or sums not paid no account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the Agency.
In the case of Union Territory of Delhi, however, as the all inclusive minimum daily wages fixed under Notification of the Delhi Administration No. F. 12(162) MWO / DAB / 43884-91, dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.
- (v) The Agency shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Agency's Labour (Regulation and Abolition) Act, 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.
- (vi) The Agency shall indemnify and keep indemnified SDMC against payments to be made under and for the observance of the laws aforesaid and the Delhi Govt. Labour Regulations without prejudice to his right to claim indemnity from his sub – Agency.
- (vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the Agency to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- (ix) The Agency shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

24. Contribution of EPF and ESI

Employer's contribution towards ESI/EPF shall be reimbursable on actual basis on deposition of the valid proof of the same.

25. Minimum Wages Act to be Complied with-

The Agency shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970 amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.

26. Payment On Account of Increase/decrease in Wages Due to Statutory Order(s)

1. The present quote for the O&M rates per WC are to be submitted by the prospective bidder on the basis of **Base Minimum Wages as per GNCTD minimum wages notification dated 30.09.2016**. However actual payment shall be adjusted (increased or decreased) based on the minimum wages notification/applicable rates during the execution of the contract. For the purpose of working out this variation in wages payable shall be taken the minimum of the (i) Minimum staff proposed in the tender document and (ii) Details of the manpower as reflected in the ESI/EPF documents.
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.
3. During the contract period, no price escalation, other than minimum wages revision, shall be entertained by the SDMC. The escalation on account of increase / revision in wages will be paid to the contractor on actual basis as per circulated rates of the Department.
4. "If after submission of the tender, the wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any variation of rate in GST applicable) beyond the wages prevailing at the time of the last stipulated date for receipt of the tenders including extensions, if any, for the work during contract period, then the amount of the contract shall accordingly be varied and provided further that any such increase shall be limited to the wages prevailing at the time of updated stipulated date of completion.
5. If after submission of the tender, wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes of rates in any applicable tax/GST, SDMC shall in respect of labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the entire contract period.
6. The Contractor shall raise invoice per month and submit the same to SDMC by 1st of every following month. The SDMC shall make all endeavors to make payment to the Contractor at the earliest after receipt of the invoice.
7. Concerned Nodal EE shall call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of wages.

8. The contractor shall, within a reasonable time of his becoming aware of any alteration in the wages of labour, give notice thereof to the concerned Nodal EE, stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.” For this purpose, the labour component of the work shall be considered for all labour supplied by the agency as per this clause and duly verified by the concerned EE from relevant documents/book of accounts and this increase/decrease in labour component shall be considered on the minimum daily wages in Rupees of any un-skilled adult male mazdoor, fixed under any law, statutory rule or order.
9. All payments shall be made in Indian Currency by means of an Account Payee Cheque / RTGS etc.
10. 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. 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.

27. Third Party verification/assessment of the manpower deployed/level of services

SDMC at its sole discretion may engage/nominate an outside agency as 3rd party (cost of the same shall be borne by SDMC) for verification/assessment of the manpower deployed/level of services being imparted,. The report of the said 3rd party agency shall be used/taken into account by SDMC while considering the bills payable to O&M agency. The contractor shall be bound by the 3rd Party report(s)/findings.

28. Availability of Utilities such as Electricity and Water and payment of utility charges.

- i) Electricity (from the power DISCOM)/Water connection (either from DJB or through Tubewell) has been provided at all the Community Toilet Complexes. The O&M agency shall be required to pay the electricity and water consumption charges and the same shall be construed to be part of the service charges per seat being paid by SDMC.
- ii) At few of the places, the O&M agency might be required to arrange water on its own from some reliable source, wherever DJB connection/Tubewell water supply is not available. No additional payment for ensuring round the clock water supply shall be made. The bidders are requested to carefully asses the availability/requirement of water at each CTC.

29. Minimum Deployment of Regular Staff by the Agency for the CTCs:-The O & M Agency shall deploy the minimum staff on regular basis for all CTCs covered in a particular Group as under:-

| No of W.C in CTCs | Manpower | |
|-------------------|---|--------------------------|
| | Safai Karamchari (Sweeper) (Minimum 01 for ladies) | Resident (Care Taker) |
| 0-10 | 2 | 1 |
| 11-20 | 2 | 1 |
| 21-30 | 2 | 1 |
| 31-40 | 3 | 1 |
| 41-50 | 3 | 1 |
| 51-60 | 3 | 1 |
| 61-70 | 3 | 1 |

| | | |
|-------|---|---|
| 71-80 | 3 | 1 |
| 81-90 | 3 | 1 |

& Supervisor cum Manager (Graduate Category) @ 1 No. per 500 WCs.

The staff such as Mason, Plumber, Welder, Electrician, Sewer-Man etc. for rectification of defects shall be deployed by the agency as per site requirement.

The agency shall have to submit the list of all staff of various categories to be deployed for the full scope of work, to the Nodal EE within 10 days of issue of “Letter of Acceptance of Tender”.

In case, the O & M agency deploys lesser staff than the specified, the recovery for differential staff (between specified & actual deployed) under any category, shall be effected from the agency’s monthly bill @ 1.25 times the prevailing minimum wages of each staff/labour of respective category, as circulated by the Delhi Govt. from time to time, to be calculated on days basis.

30. The Financial bids of all technically eligible agencies shall be opened on the date and time as decided by the SDMC.

Chapter-5
SPECIAL TERMS AND CONDITIONS

1. Responsibility of the O&M agency:-

- i. To undertake daily cleanliness of the facility before and after every use to maintain hygiene throughout the day and mopping on hourly basis in gents and ladies section of each CTC.
- ii. To ensure the safety and security of the CTCs.
- iii. To undertake routine day to day maintenance including prompt repairs of pot holes in flooring, dampness in wall/ceiling, repair/replacement of sanitary fittings (i/c Taps & WCs)/signages/other fixers etc, clearance of sewer-line blockage & to prevent/rectify leakage from terrace. Minor repairs of doors, water storage tanks, flushing cisterns, etc. shall be done promptly by the maintaining agency at his own cost including replacement of WC seats, doors, flushing cisterns.
- iv. To undertake day to day repair/maintenance of Horticulture facility available, in accordance with CPWD maintenance Manual.
- v. To prevent any encroachments or any unauthorized use of the facility/CTCs during the period these remain under their charge.
- vi. The CTCs shall be kept open **round the clock for all days in a Year** for the users. Security & safety of women/children users shall be ensured by the agency. The Complexes and their surroundings shall be kept lit properly during night hours to keep them free from incidents of eve-teasing etc.
- vii. The agency shall not permit the users to litter cigarettes/bidi butts, spitting of Pan/Ghutka Masala etc. inside the complexes. Prescribed Signage's as per direction of Engineer-in-charge shall be put up at conspicuous places inside the complexes to desist the visitors/users from such evils.
- viii. The agency shall provide suitable Nos. of dustbins both in Gents and ladies sections of the complexes. However, separate dustbin for disposal of sanitary napkins shall be provided in ladies section at appropriate place.
- ix. Washing of cloths should be allowed only in specified area of the complexes. The open area shall be kept dry at all points of time.
- x. The agency shall be responsible for security and maintenance of all fittings, fixtures, sanitary, water supply and electric installations handed over to them by the SDMC. These fittings and installations shall be handed over back by the agency to the SDMC in the same condition on termination of their contract, except normal wear & tear.
- xi. The agency shall provide soap/powder for washing hands by the users free of charge as per requirement.
- xii. The Agency shall repair/ replace all electrical fixtures, accessories in case of non-functionality including Tube Light/ Bulk Head Fixtures, Ceiling/ Exhaust Fans, Compound Light Fixtures, wiring and water supply pump set and its accessories etc. However replacement of Pump Set if required and certified by concerned electrical division shall be done by SDMC. Rewiring, if required and certified by respective electric division, shall be done by SDMC.
- xiii. The agency shall provide plastic/steel mug of one litre capacity in each WC for user.
- xiv. The agency shall carry out Inspection of each CTC daily through its Supervisor as per "Chart for Inspection of "CTC" at Annexure-"D"

2.Maintenance Programme:-

The Agency (O&M Agency) after taking over possession of complexes shall take following steps for smooth functioning of the complexes:-

- a) The septic tank, if provided, shall be de-silted/cleaned by the agency periodically through mechanical means at their own cost so as to ensure unhindered and smooth operation of the CTCs.
- b) The internal sewerage system shall be de-silted by the agency periodically through mechanical means at their own cost. The agency shall also liaison with the local body concerned for de-silting of the outfall sewerage system so as to ensure unhindered and smooth operation of the CTCs.
- c) The agency shall maintain the water supply system including Tube-Well, if so provided, to ensure availability of water for the users.
- d) The agency shall keep the CTCs in a clean, tidy and orderly condition free of litter, dirt and debris.
- e) The agency shall be responsible for maintenance of the drainages within the individual toilet in accordance with Good Industry Practices.
- f) However, white-washing/distempering/painting on annual basis, up-gradation including major repairs in the CTCs as per requirement shall be carried out by SDMC at its discretion & own cost and the agency shall facilitate the same.
- g) If any deficiency in services as aforementioned is noticed by the Engineer-in-charge or his authorized representatives during routine inspections of the complexes, the agency shall take such appropriate actions as are necessary to rectify the deficiencies. In case, the agency fails to rectify the deficiencies, the Engineer-in-charge shall be at liberty to get the same rectified at the risk, responsibility and cost of the agency.
- h) The agency shall maintain a complaint register/suggestion box at conspicuous place inside the CTCs for the users/visitors and action taken on the complaint/ suggestions should be recorded in the complaint register. This will be reviewed by SDMC officials weekly.
- i) The agency shall ensure that no open defecation takes place within and surroundings of the CTCs.
- j) The agency shall deploy sufficient Care takers as well as sufficient number of Safai Karamcharies to ensure proper management and maintenance of the Complex in neat, tidy and hygienic conditions. They shall have to use machinery for cleaning & sweeping purposes.
- k) The agency shall deploy sufficient managerial and supervision staff for smooth working .
- l) The agency shall provide complete staff list engaged for the work to SDMC.
- m) The agency shall deploy round the clock common service team along with specialized staff for attending to emergent electric, plumbing and sewerage complaints.
- n) The agency shall ensure proper check at the entrance so that male users do not attempt to enter the women section. The agency shall ensure utmost privacy and safety of the women users.
- o) The O&M agency shall provide minimum of two sets of uniform each for summer and winter with name batches, as approved by SDMC at its own cost.
- p) The staff deployed by the agency at the CTCs will always be in uniform with name batch, as approved by SDMC.

- q) The Water consumption charges (if any) & Electricity charges shall be borne/paid by the O & M agency.

3. Frequency of repairs by SDMC:-

- i) The works of periodical nature like, white washing, colour washing, distemping, painting, which are covered under Annual repair works will be under taken by SDMC as per periodicity of various items of annual repair as indicated in "Annexure-B"
- ii) The day to day repairs i/c patch repair to plaster, minor repair to various items of work i/c doors, replacement of glass panes/doors, replacement of wiring damaged due to accident, replacement of broken tiles/ flooring/damaged WCs etc, will be done by O & M agency as and when required immediately. However, up gradation, rewiring of the complex and major renovation work will be done by SDMC.
- iii) One time stand by arrangements with respect to electric motor pump set shall be made by the SDMC (SDMC) however subsequent maintenance including repair if any shall be borne by the O&M Agency i.e., Maintenance agency and nothing extra shall be payable on this account.

4. Display Boards:-

The O & M agency shall maintain display Boards (Both in Hindi and English languages) at conspicuous places as directed by the Engineer-In-Charge indicating following information:-

- (i) Location of CTC.
- (ii) No of WC Seats/ Gents/ladies.
- (iii) No of Bath seats/Gents/ladies.
- (iv) Use of facilities in CTCs is free of any charge.
- (v) Name, Address & Contact No. of O & M agency:-
- (vi) Name of Address & contact No. of Engineer-In-Charge.
- (vii) Name of caretaker/supervisor and safaikaramcharies deployed on the CTC.
- (viii) Chart showing Inspection of CTC as per Annexure- 'D'.

5. Other Conditions:-

- a) SDMC at its sole discretion may engage/nominate an outside agency as 3rd party (cost of the same shall be borne by SDMC) for verification/assessment of the manpower deployed/level of services being imparted,. The report of the said 3rd party agency shall be used/taken into account by SDMC while considering the bills payable to O&M agency. The contractor shall be bound by the 3rd Party report(s)/findings.
- b) The agency shall not endeavor to enter into any contract with any third party without specific approval of the competent authority of SDMC. In case it is noticed that the O & M agency has entered into contract with any third party, the Board shall be at liberty to terminate the contract of the agency and take back the CTCs.
- c) No separate structure above or nearby to the existing structure shall be allowed to be put up or added.
- d) The agency shall make alternate arrangements for power back up to ensure continuous un-interrupted power and water supply to the CTC. Nothing shall be paid to the agency by the Board on this account.

- e) The agency shall obtain a valid electricity connection in its name from the DISCOM concerned and shall make regular payment of the electricity consumed by them. The agency shall indemnify Board against any untoward cost imposed by the DISCOM concerned in the event of detection of theft of electricity by the O & M agency, if any, during operation of the contract or after its conclusion.
- f) The O & M Agency shall endeavor to arrange prepaid electricity meter so as to avoid any liability on the part of Board at later stage. Security amount of agency will be released only after production of NOC obtained from the DISCOM concerned.

6. Emergency/De-commissioning:-

- i) If, at any time during the operation of the maintenance agreement, it is deemed necessary and expedient by SDMC, in public interest to conclude the contract premature, the operation shall be decommissioned by the agency concerned without any contractual liability on the part of the SDMC. The agency shall abide by the orders/directions of the Engineer-in-charge in that behalf and nothing extra shall be claimed by the agency on this account.
- ii) In case of de-commissioning of the maintenance operations or foreclosure of the contract, no claim shall lie against the SDMC on this Account. However, security deposit along with other dues, if any, shall be paid to the agency after deducting dues of SDMC.

7. Rectification of defects:-

- i) Save and Except as otherwise expressly provided in this Agreement, if any loss or damage is caused to the CTCs during the maintenance period, from any cause whatsoever, the agency shall rectify the same at its own cost to the satisfaction of Engineer-in-charge.
- ii) The agency shall not be considered in breach of its obligations under this Agreement if any part of the complex or whole complex is not made available for operation on account of any of the following reasons during the entire duration or part thereof:-
Compliance with a request from SDMC or the directions of any Government Agency, the effect of which is to close all or any part of the complex.
Notwithstanding the above, the agency shall keep the unaffected parts of the Work for use provided they can be safely operated and kept open for users.

8. Monitoring and Supervision during Operations by SDMC or through monitoring Agency:-

The Engineer-in-charge or any representative authorized by SDMC preferably concerned Assistant Engg./JE of division or any SDMC team, may undertake periodic (at least once every week) inspection of the CTCs jointly with the authorized representative of the O & M agency to determine the condition of the complexes including its compliance or otherwise with the Maintenance Manual, the maintenance programme, and make out a report of such inspection (the O&M Inspection Report) and forward it to the agency concerned for rectification of the deficiencies, if any brought out in the report. The O&M agency shall within 7days (Seven days) after the receipt of the O&M Inspection Report submit to the Engineer in-charge detailed measures that have been undertaken for rectification of the defects and deficiencies. The Engineer in-charge shall, after due examination of the compliance report of the O&M agency, be at liberty to notify the agency about any further improvement in services or take any other action as per the terms & conditions in the event of default on the part of the agency.

9. Events of Default:-

Any of the following events shall constitute an event of default by the O&M agency (O&M Agency) unless and until such an event has occurred as a result of breach by SDMC of its obligations under this agreement or a force Majeure.

- i) The O&M agency fails to commence the day to day maintenance after the handing over of complexes.
- ii) Any representation/information made by the O&M agency under this agreement is found to be false or misleading.
- iii) The O&M agency creates any encumbrance at the CTC.
- iv) The O&M agency suspends or abandons the operations of the CTCs without the prior consent of SDMC, provided that the O&M agency shall be deemed to not have suspended/abandoned operation if such suspension/abandonment was as a result of force majeure and is only for the period such Force Majeure is continuing, or
- v) On account of a breach by SDMC of its obligations under this Agreement.
- vi) The O&M agency repudiates this agreement or otherwise intends not to be bound by this agreement.
- vii) The O&M agency suffers an attachment being levied on any of its assets causing a material adverse effect on the contract and such attachment continues for a period exceeding 45 days.
- viii) The O&M agency has neglected or failed to regularly and properly maintain the CTCs in clean and hygienic conditions.
- ix) The O&M agency has delayed or defaulted in any amount payable to SDMC that has fallen due under this agreement & if such delay exceeds 15 days.
- x) The O&M agency is otherwise in material breach of this agreement and wishes to surrender. The surrender will be accepted for complete group of the CTCs only and not partly.
- xi) The O&M agency charge the users.
- xii) Use of Water, Electricity or premises for purpose other than specified.

10. List of Acts and Omission for which fines can be imposed

- i) In case any seat remain close for specific period due to fault of maintaining agency, no payment shall be made for the effected WC seat. However, in case the default exists for more than 7 days, Rs. 100 per WC per day will be fined reckoned from the initial date of default.
- ii) If cleaning of complex is not found satisfactory during inspection or at any point of time the fine shall be imposed as per following schedule.
 - a) For first time - Rs. 1000 per day for each complex.
 - b) For second time - Rs. 2000 per day for each complex.
 - c) For third time - Rs. 3000 per day for each complex.
 - d) For fourth time - Rs. 5000 per day for each complex.In case, the cleaning of any complex not found satisfactory fifth time during a month, the agreement will be terminated and will be handed over to the other agency for maintenance.
- iii) In case of complex is found closed at any point of time without permission of SDMC (Engineer in-charge), a fine of Rs. 10,000/- will be imposed.
- iv) In case of non-availability of cleaning material like soap for hand washing, detergent is not found at any point of time, fine of Rs. 500 per event will be imposed.
- v) Maintenance agencies are required to replace the fixtures & fittings found missing and also rectify the leakage/ seepage from pipes, taps, tanks, flushing cisterns, etc. within 3 hours. In case of non-

compliance by the maintaining agency the same shall be done by the SDMC and the amount shall be recovered at the rate of double the expenditure actually made.

- vi) The maintaining agencies are required to produce timely the proof of making the payment of electric consumption bills as per bill cycle to the concerned Electrical Engineer. No payment shall be released without the certificate issued by Electrical Engineer in-charge to this effect that the agency had paid the up to date bills.

11. Termination due to event of Default:-

Without prejudice to any other right or remedy which SDMC may resort to in respect thereof under this Agreement, upon the occurrence of an event of default on the part of the O&M agency, the SDMC shall be within its rights to terminate this Agreement by issuing a Termination Notice to the O & M agency, provided that before issuing the Termination Notice, SDMC shall, by a notice in writing, require the O&M agency to Show Cause to its satisfaction as to why a notice for termination of the contract be not issued. In case the underlying breach/default is not cured upto the satisfaction of SDMC within a period of 10 days from the date of the receipt of the Show Cause Notice by the O&M agency, the SDMC shall be entitled to terminate this agreement by issuing the Termination Notice. Provided that-

- i) If the default is not cured within 10 days of the Preliminary Notice, SDMC shall be entitled to forfeit Security Deposit with a notice to the agency.

(a) The following shall apply in respect of cure of any of the defaults and/or breaches of this agreement.

- i) The cure period provided in this Agreement shall not relieve the agency from liability for damages caused by its breach or default;
- ii) The Cure period shall not in any way be extended by any period of suspension under this agreement;

(b) If the cure of any breach by the O&M agency requires any reasonable action by them then the same must be approved by SDMC or any Government Agency. The applicable Cure Period shall be extended by the period taken by SDMC or the Government Agency to accord the required approval.

12. Termination Payments:-

- i) Upon termination of this agreement on account of a breach by the O&M agency, SDMC shall not be liable to pay any termination payment to the O&M agency.
- ii) Upon termination of this agreement on account of Force Majeure, the parties concerned shall bear their own costs.
- iii) Rights of SDMC on Termination of this agreement for whatever reasons, SDMC shall have the power and authority to –
 - a) Take possession and control of the CTCs forthwith;
 - b) Security Deposit including performance guarantee shall be forfeited and shall be at the disposal of SDMC.
 - c) Prohibit the O&M agency and their representatives from entering upon all the CTCs or any part thereof;
 - d) Debar the defaulting O&M agency from participating in future tenders which may be issued by it for similar works for next six months from the date of termination.

13. 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 the 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 O&M agency from performing its obligations under this agreement, does not end within thirty days, then the SDMC shall be entitled by written notice to terminate this agreement.

14. DISPUTE RESOLUTION:-

(i) 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:-

- (a) The party raising the Dispute shall address to the other party a notice requesting an amicable settlement of the Dispute.
- (b) The Dispute will be referred for resolution to a person duly authorized by SDMC and not below the rank of SE. The Dispute will then be resolved by them and the agreed course of action documented, within a period of fifteen (15) days.

15. Continuation of the contract:-

If the performance of the O & M agency is upto the mark/satisfactory then the contract can be extended with the approval of competent authority for a further period and /or for a period upto which fresh tender are called/awarded to the another Agency. The continuation of existing agreement shall be based on same terms and conditions of the contract agreement including awarded rate. However, in case of unsatisfactory performance of the agency or non-compliance of any of the terms & conditions of agreement at any stage, the agreement can be terminated by Engineer-in-charge with the approval of competent authority.

Chapter-6

Annexure-A

List of Community Toilet Complexes under West Zone:

| S. No. | Name & Number of the Ward (New) | Location | No of WC | No of Urinal Pot | Availability of Water (Yes/No) | Availability of Electricity (Yes/No) |
|--------|---------------------------------|--|----------|------------------|--------------------------------|--------------------------------------|
| 1 | Madipur 001-S | CTC D-41, Madipur Colony | 10 | 1 | Yes | Yes |
| 2 | Madipur 001-S | CTC B-1, Madipur Colony | 10 | 1 | Yes | Yes |
| 3 | Madipur 001-S | CTC B-534, Madipur Colony | 10 | 0 | Yes | Yes |
| 4 | Punjabi Bagh 002-S | JANMASTHMI PARK ALONG RING ROAD | 36 | 4 | Yes | Yes |
| 5 | Punjabi Bagh 002-S | CENTRAL MARKET, OPP SHOP NO 21 | 10 | 6 | Yes | Yes |
| 6 | Punjabi Bagh 002-S | NEAR SKYLARK MOTOR AND MADIPUR STADIUM | 20 | 0 | Yes | Yes |
| 7 | Punjabi Bagh 002-S | NEAR JANTA FLATS OPP LIG FLATS | 39 | 7 | Yes | Yes |
| 8 | Punjabi Bagh 002-S | CTC MADIPUR VILLAGE ,CANARA BANK ROAD | 42 | 0 | Yes | Yes |
| 9 | Punjabi Bagh 002-S | CTC on Rd 41 along Herbal park in W.punjabi Bagh | 18 | 2 | Yes | Yes |
| 10 | Raja Garden 003-S | JJ-II School Raghubir Nagar | 22 | 0 | Yes | Yes |
| 11 | Raghubir Nagar 004-S | 12.5 sqr yard CTC | 40 | 0 | Yes | Yes |
| 12 | Raghubir Nagar 004-S | C Block | 40 | 0 | Yes | Yes |
| 13 | Raghubir Nagar 004-S | B-3 Block 12.5 Yrd | 19 | 0 | Yes | Yes |
| 14 | Raghubir Nagar 004-S | R-1 block | 29 | 0 | Yes | Yes |
| 15 | Raghubir Nagar 004-S | L Block | 24 | 0 | Yes | Yes |
| 16 | Raghubir Nagar 004-S | K-2 Block | 20 | 0 | Yes | Yes |
| 17 | Raghubir Nagar 004-S | K-3 Block | 21 | 0 | Yes | Yes |
| 18 | Tagore Garden 006-S | 80' Chowkhandi | 42 | 2 | Yes | Yes |
| 19 | Tagore Garden 006-S | Chowkhandi Village | 21 | 0 | Yes | Yes |
| 20 | Tagore Garden (006-S) | C.T.C near Wood Land Park, Khyala Roads | 30 | 0 | Yes | Yes |
| 21 | Tagore Garden (006-S) | C.T.C Near Madrari Mandir, T.C. Camp | 44 | 0 | Yes | Yes |
| 22 | Tagore Garden (006-S) | C.T.C. in T.C. Camp near T.C. 893 behind M.C. Primary School | 36 | 0 | Yes | Yes |
| 23 | Khyala 008-S | Raghubir Nagar | 77 | 3 | Yes | Yes |
| 24 | Khyala 008-S | Khyalla Village | 30 | 4 | No | Yes |
| 25 | Subash Nagar (009s) | Sham Shan Ghat, Tihar Village | 18 | 1 | Yes | Yes |

| | | | | | | |
|----|------------------------|--|----|---|-----------|-----|
| 26 | Subash Nagar (009s) | Swarg Ashram Near Hari Nagar Sports Complex | 40 | 5 | Yes | Yes |
| 27 | Subash Nagar (009s) | F-143 Mayapuri PH-II | 27 | 2 | Yes | Yes |
| 28 | C 010/S Hari Nagar-A | Lajwanti Chowk, Near Fly over | 20 | 2 | Yes | Yes |
| 29 | C 010/S Hari Nagar-A | WZ-203 Lakkad market Nangal Raya | 24 | 0 | Yes | Yes |
| 30 | C 010/S Hari Nagar-A | Opp. D-98 Maya Puri, Ph-II, Plot No-D-757 | 19 | 0 | Yes | Yes |
| 31 | C 010/S Hari Nagar-A | C-76 Mayapuri Ph-II | 20 | 2 | Yes | Yes |
| 32 | C 010/S Hari Nagar-A | Padam Basti, Nangal Raya | 24 | 0 | Yes | Yes |
| 33 | C 010/S Hari Nagar-A | GI-120 Khazan Basti, Mayapuri Ph-II | 38 | 4 | Yes | Yes |
| 34 | C 010/S Hari Nagar-A | WZ-189 Mayapuri Ph-II | 20 | 2 | Yes | Yes |
| 35 | C 010/S Hari Nagar-A | F-102 May puri Ph-II | 22 | 2 | Yes | Yes |
| 36 | Janak Puri North 011-S | B1 market janakpuri | 27 | 4 | Yes | Yes |
| 37 | Janak Puri North 011-S | Opposite gate no 3 Tihar jail | 21 | 0 | Yes | Yes |
| 38 | Keshopur (012-S) | CTC Double Story Harizan Basti Tilak Vihar | 24 | 7 | Yes | Yes |
| 39 | Keshopur (012-S) | Near Park Hospital on 100ft Road in E-Block JJ Colony Khyala in Major Bhupinder Singh Nagar. | 32 | 0 | Yes | Yes |
| 40 | Tilak Nagar (013-S) | Opp. Sat Manzila Mandir Tilak Nagar | 22 | 8 | Yes | Yes |
| 41 | Tilak Nagar (013-S) | Opp. Cremation Ground in Santgarh in Major Bhupinder Singh Nagar. | 26 | 6 | Yes | Yes |
| 42 | Ranholla (019-S) | A-Block, near H.No.253, J.J.Colony, Bakkarwala. | 37 | 7 | No | No |
| 43 | Ranholla (019-S) | E-Block, J.J.Colony, Bakkarwala. | 37 | 7 | Yes | Yes |
| 44 | Ranholla (019-S) | G-Block, J.J.Colony, Bakkarwala. | 37 | 7 | Yes | Yes |
| 45 | Ranholla (019-S) | H-Block, near H.No.72 J.J.Colony, Bakkarwala. | 36 | 7 | Yes | Yes |
| 46 | Ranholla (20-S) | H.No.110, T-Camp Kali Basti. | 40 | 1 | Yes | Yes |
| 47 | Vikaspuri (020-S) | H.No.411, T-Camp Kali Basti. | 40 | 1 | Yes | Yes |
| 48 | Vikaspuri (020-S) | H.No.630, T-Camp Kali Basti. | 40 | 1 | Yes | Yes |
| 49 | Vikaspuri (020-S) | H.No.974, T-Camp Kali Basti. | 40 | 1 | Yes | Yes |
| 50 | Hastsal (021-S) | C-Block, J.J.Colony, Shiv Vihar opp. H.No.811. | 39 | 1 | Yes | Yes |
| 51 | Hastsal (021-S) | Mother Dairy Road | 39 | 2 | Yes | Yes |
| 52 | Hastsal (021-S) | B-Block, J.J.Colony, Shiv Vihar opp. H.No.463. | 39 | 1 | Yes | Yes |
| 53 | Hastsal (021-S) | A-Block, J.J.Colony, Shiv Vihar opp. H.No.518. | 39 | 1 | Yes | Yes |
| 54 | Hastsal (021-S) | B-Block, J.J.Colony, Shiv Vihar opp. H.No.471. | 39 | 2 | Yes | Yes |
| 55 | Hastsal (021-S) | B-Block, J.J.Colony, Shiv Vihar opp. H.No.747. | 39 | 1 | Yes | Yes |
| 56 | Bindapur (29-S) | Pocket -4, JJ Colony, Bindapur | 32 | 1 | Abandoned | |

| | | | | | | |
|-------|------------------------|---|------|-----|-----|-----|
| 57 | Hari Nagar-A (010S) | C-76, Maya Puri | 6 | 0 | Yes | Yes |
| 58 | Hari Nagar-A (010S) | W-100, Maya Puri | 6 | 0 | Yes | Yes |
| 59 | 12-S | Near PVR, G-Block, Vikas Puri | 4 | 0 | Yes | Yes |
| 60 | 13-S | Subash Nagar Drain | 6 | 0 | Yes | Yes |
| 61 | 13-S | Double Storey Sweeper Tenements, Tilak Nagar | 10 | 0 | Yes | Yes |
| 62 | 18-S | A-562, Pankha Road, Janak Puri | 6 | 0 | Yes | Yes |
| Total | | | 1725 | 116 | | |

Considering (01 Urinal Pot = ½ WC)

Grand Total of WCs under West Zone = 1725 + (116/2) = 1783

Annexure-B

Main Maintenance Items:-

| S.No. | Description of item | Periodicity | Responsibility |
|--------------|---|--|-----------------------|
| 1. | White washing/colour washing | Yearly | SDMC |
| 2 | Applying distemper | Yearly | SDMC |
| 3 | Painting doors and windows | Yearly | SDMC |
| 4 | Painting external surface with water proofing cement paint | Three years or as per site requirement | SDMC |
| 5 | Cleaning and disinfecting of water storage /distribution tanks. Water main | Every three months | O & M agency |
| 6 | De-silting of manholes /gali chamber /inspection chamber and flushing of building sewer | Three months or as required | O & M agency |
| 7 | De-silting of storm water drains | One year or earlier as required | O & M agency |
| 8 | Cleaning electrical installations, fan etc. | Every month | O & M agency |
| 9 | Collection of water sample for physical , chemical and bacteriological analysis of water | Three months | O & M agency |
| 10 | Replacement of damaged/defective fixtures | Immediate as per requirements | O & M agency |
| 11 | Tube Well Bore | In case of failure | SDMC |
| 12. | De-silting/cleaning of sewer line, septic tanks if available in any CTCs as per DJB's guidelines. | Six months or as required | O & M agency |

This Agreement signed by both the Parties on this day of _____ month _____ and year _____ .

**Signature of
The O&M agency**

Signatures of Nodal EE,SDMC

Annexure-C

Joint Venture Conditions and conflict of interest:-

- (i) Two like-minded agencies may form a Joint Venture between themselves through a "Joint Venture Agreement" for participation in this tender, provided they jointly qualify the experience criteria in proof of such "Joint Venture Agreement" as per format, shall be submitted along-with the bid.
- (ii) In the case of a Joint Venture, all its members, shall be jointly and severally liable for the performance/execution of whole contract in accordance with the contract terms & conditions.
- (iii) In any case, number of Joint Venture members shall not exceed 2 (two).
- (iv) One of the members of the Joint Venture, shall be nominated as Lead Member (First Member) and the lead member shall be authorized to receive instructions for and on behalf of the Joint Venture and shall be fully responsible for entire execution of the contract including all contractual obligations and receipt of payments due in accordance with the provisions of the contract. This authorization shall be evidenced through a "Power of Attorney" (as per format), signed by legally authorized signatories/all members of the Joint Venture & its scanned copy shall be submitted at the time of the bidding.
- (v) The lead member shall have minimum experience of more than 50% of total prescribed experience as per Eligibility Criteria, mentioned in the NIT.
- (vi) Members having less than 26 % participation shall be termed as non-substantial members and shall not be considered for evaluation, which means their work experience within Joint Venture, shall not be considered towards prescribed experience.
- (vii) In case of Joint Venture, change in constitution of percentage participation shall be subject to written approval of concerned Nodal EE. Such approval shall be denied if (i) members withdraw from the Joint Venture and the remaining members do not meet the qualifying requirements; (ii) the new members to the Joint Venture are not qualified individually or as Joint Venture members. However, such change in constitution will be discouraged if it affects the continuity of the contract.
- (viii) In case of Joint Venture, all members shall be equally & jointly liable and in case of successful bidder, contract agreement shall be signed by all members of the Joint Venture. The "Letter of Acceptance of Tender" & "Letter of Commencement of work" will be issued to lead member of the Joint Venture.
- (ix) Scanned copy of an "Undertaking" to the effect that applicant as a member of the Joint Venture, has never been debarred and/or black listed from any of the Govt. Departments of India, shall be submitted by all members except lead member of the Joint Venture. The lead member shall submit the "Undertaking for self declaration", for which, the format is available in the beginning of NIT.
- (x) All the members of the Joint Venture shall submit the scanned documents at the time of bid- (a).Valid Registration Certificate, (b).GST Registration Certificate, (c). Registration Certificates with ESI & EPF depts., (d). PAN, (e). ID Proof , (f). Form-C & Form-E.
- (xi) Any member in case of Joint Venture, shall not have suffered bankruptcy/ insolvency during the last 3 financial years from the date of submission of bid.
- (xii) In case of Joint Venture, all financial criteria, shall be fulfilled by the lead member alone.

- (xiii) Any member of the Joint Venture, who has been barred by the Central or State government, or any entity controlled by them (controlling stake) from participating in any project/work and the bar commences/subsists as on the last date of submission of bid, that member shall not be eligible to submit the bid as a member of Joint Venture and if the bids are already submitted the same shall be rendered invalid.
- (xiv) If any agency claiming meeting the Technical Eligibility Criteria, has completed any of the works in Joint Venture with any other NGO/firm/company then, along with the experience certificates, the **agency shall submit the Joint Venture agreement** for that particular work. Experience certificates, not accompanied by Joint Venture agreement shall not be considered for evaluation. The credit for the agency, who has completed a work in Joint Venture, is allocated as under:
- a) If the agency has completed the work as a Lead member in the project then the agency can claim credit for the entire scope of work.
 - b) If the agency has completed the work as a member in the project then the agency can claim credit for the entire scope of the work in proportion to its stake. A statutory auditor certificate specifying the payments received for the project should be submitted.
- (xv) The members of a Joint Venture, shall not have a conflict of interest. Any member found to have a conflict of interest will be disqualified from the bid process. The members of a Joint Venture, shall be considered to have conflict of interest that affects the Bidding Process, if:
- a) A member (or any constituent thereof) and any other member (or any constituent thereof) have common controlling shareholders. Control is defined by The Institute of Chartered Accountants of India Accounting under Standard (AS)21, Consolidated Financial Statements as:
 - i) the ownership, directly or indirectly through subsidiary(ies), of more than one-half of the voting power of an enterprise; or
 - ii) Control of the composition of the board of directors in the case of a company or of the composition of the corresponding governing body in case of any other enterprise so as to obtain economic benefits from its activities. or
 - b) Any agency applies for the bid both as an individual firm/company and also as a partner of the Joint Venture; or
 - c) A member as a constituent of one Joint Venture is also a constituent of another Joint Venture.

Format – Joint Venture Agreement:-

(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

This Joint Venture Agreement entered into this.....day of.....2018 at..... by

(1). M/s.NGO/a company/Partnership Firm/Sole Proprietorship Firm incorporated under the Act/Laws and having its Registered Office/Head Office at (hereinafter called the "Lead Member/First Member" which expression shall include its successors), and

(2).M/s.NGO/a company/Partnership Firm/Sole Proprietorship Organization incorporated under theAct/Laws and having its Registered Office/Head Office at (hereinafter called the " Second Member" which expression shall include its successors), and

The Lead Member/First Member and Second Member shall collectively hereinafter be called as the “Joint Venture Members” for the purpose of submitting a bid proposal to “South Delhi Municipal Corporation, ”. (hereinafter referred to as SDMC) being a Board having its Head Office at Dr. S.P.M Civic Center, JLN Marg, New Delhi-110002, hereinafter called the “Owner”) in response to the NIT No.....dated..... for the work of , **SH:- OPERATION, MANAGEMENT AND MAINTENANCE OF COMMUNITY TOILET COMPLEX(S) IN WEST ZONE UNDER JURISDICTION OF SOUTH DELHI MUNICIPAL CORPORATION**, as per the terms & conditions of NIT (hereinafter called as “the Transaction”).

AND WHEREAS the Parties/members have had discussions for formation of a Joint Venture for bidding for the said work and have reached an understanding on the following points with respect to the Members’ rights and obligations towards each other and their working relationship. The bid has been proposed to be submitted to the Owner by Lead Member based on this “Joint Venture agreement”, signed by all the members.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES/ MEMBERS AGREED AND DECLARED AS FOLLOWS:-

1. That M/s _____ who is the Lead Member of the Joint Venture commits to hold a minimum stake equal to ___% of the Joint Venture at all times during the Contract Period.
2. That any dilution of participation interest by the Members in the Joint Venture shall be as per the provisions of the Contract.
3. That the members shall carry out all responsibilities as per terms of the Contract.
4. That the roles and the responsibilities of each Member shall be as follows:

| Name of Joint Venture Member | Role (Lead Member or Member) | Percentage Share in Joint Venture | Responsibilities |
|------------------------------|------------------------------|-----------------------------------|------------------|
| | | | |

No changes in the percentage share in Joint Venture shall be allowed thereof, except in accordance with the provisions of the Contract document.

5. That the Members affirm that they shall implement the contract in good faith and shall take all necessary steps to see the contract through expeditiously. They shall not negotiate with any other party for this work.

6. That the members shall be jointly and severally liable for execution of the contract.
7. Despite any breach by the Lead Member or other Member(s) of the Joint Venture agreement, the Member(s) do hereby agree and undertake to ensure full and effectual and successful performance of the contract with the Owner and to carry out all the obligations and responsibilities under the said Contract in accordance with the requirements of the Contract.
8. That this Agreement shall be governed in accordance with the laws of India and courts in Delhi shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.
9. It is further agreed that the Joint Venture agreement shall be irrevocable and shall form an integral part of the Contract, and shall continue to be enforceable till the Owner discharges the same. It shall be effective from the date first mentioned above for all purposes and intents.
10. In case of any dispute amongst the members of the Joint Venture, Owner shall not be in any way liable and also the Joint Venture members shall not be absolved from the contractual obligation in any manner.

IN WITNESS WHEREOF, the Members to the Joint Venture agreement have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

1. Common Seal of..... For Lead Member/First Member
 has been affixed in my/our presence
 pursuant to the Board of Director's
 resolution dt.----- (Signature of authorized representative)

Name.....
 Signature..... Designation
 Name Common Seal of the company
 Designation.....

2. Common Seal of For Second Member
 has been affixed in my/our presence
 pursuant to the Board of Director's (Signature of authorized representative)
 resolution dt.-----

Name.....
 Signature..... Designation
 Name Common Seal of the company
 Designation.....

WITNESSES:

1..... 2.....
 (Signature) (Signature)
 Name Name
 (Official address) (Official address)

FORM FOR “POWER OF ATTORNEY FOR JOINT VENTURE”

(On Non-judicial stamp paper of Rs 100/- to be purchased in the name of Lead Member)

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Members whose details are given hereunder..... have formed a Joint Venture and having our Registered Office (s)/Head Office (s) at(hereinafter called the ‘Joint Venture’ which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) do hereby constitute, nominate and appoint M/s.....a firm/company under the laws ofand having its Registered/Head Office atas our duly constituted lawful Attorney (hereinafter called “Attorney” (hereinafter called Lead Member) to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Tender NIT No.....dated..... under jurisdiction of SDMC, (hereinafter called the “Owner”) for which bids have been invited by the Owner, to undertake the following acts :

- (i) To submit proposal, participate and negotiate in respect of the aforesaid Bid on behalf of the “Joint Venture”.
- (ii) To negotiate with Owner the terms and conditions for award of the contract pursuant to the aforesaid Bid and to sign the contract with the Owner for and on behalf of the “Joint Venture”.
- (iii) To do any other act or submit any document related to the above.
- (iv) To receive, accept and execute the contract for and on behalf of the “Joint Venture”.
- (v) To submit the Contract performance guarantee in the form of an unconditional irrecoverable Bank Guarantee in the prescribed format and as per terms of the contract & to receive instructions and payments of the bills.

It is clearly understood that the Lead Member shall ensure performance of the contracts(s) and if one or more Member fail to perform their respective portion of the contracts(s), the same shall be deemed to be a default by all the Members.

It is expressly understood that this power of Attorney shall remain valid, binding and irrevocable till expiry of contract period or any extension thereof.

The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Lead Member quotes in the bid, negotiates and signs the Contract with the Owner and / or proposes to act on behalf of the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Joint Venture as if done by itself.

IN WITNESS THEREOF the Members Constituting the Joint Venture as aforesaid have executed these presents on this day of under the Common Seal (s) of their Companies

for and on behalf of the members of Joint Venture

.....

.....

.....

The Seal of the above Partners of the Joint Venture:

The Seal has been affixed there unto in the presence of:

WITNESS

1. Signature

Name

Designation

Occupation

2. Signature

Name

Designation

Occupation.....

Annexure-D
Chart for inspection of CTCs

Date : _____

1. Location :
2. No. of Seats/ Baths :
3. Name of care taker :
4. Name of Safai Karamcharies :
5. Division :
6. Name of EE :
7. Name of In-charge/ Maintenance Agency :

| S.No | Time of Checking | Status of water supply i/c water taps | Status of Electrification | Status of Mopping in open area | Cleaning of WC & Bath | Availability of Soap/ Detergent | Availability of Cleaning Equipment like mopper, wiper, brooms etc. | Any deficiency noticed | Compliance by Maintenance agency | Remarks if any |
|------|---------------------|---------------------------------------|---------------------------|--------------------------------|-----------------------|---------------------------------|--|------------------------|----------------------------------|----------------|
| 1 | 5:00 AM to 10:00 AM | | | | | | | | | |
| 2 | 2:00 PM to 4:00 PM | | | | | | | | | |
| 3 | 6:00 PM to 8:00 PM | | | | | | | | | |

Note:- This report shall be signed by the Supervisor of the maintaining agency and displayed at appropriate place for review of the SDMC or through monitoring agency.

Chapter- 7
Form-“A”
Bid Submission/Self Declaration Form

To,

THE EX. ENGINEER (DEMS STORE), SDMC
ROOM NO. 16, AMBEDKAR STADIUM, DELHI GATE, DELHI-110002

Name of Work- OPERATION, MANAGEMENT AND MAINTENANCE OF COMMUNITY TOILET COMPLEX(S)
IN WEST ZONE UNDER JURISDICTION OF SOUTH DELHI MUNICIPAL CORPORATION.

NIT No.: D/EE(Store)/SDMC/2018-19/174 **Dated:**13.09.2018

I/We-----S/o-----R/o -----do hereby solemnly affirm & declare as under:-

1. That I am the sole proprietor/President/partner/authorized representative of the Sole bidder M/s...../Joint Venture Bidder between the two parties namely M/s..... and M/s.....
2. I/We have read and examined the Notice Inviting Tender, RFP and all contents in the tender document for the subject work.
3. That I have submitted the requisite the demand draft/banker's cheque **of earnest money & tender cost.**
4. I/We have inspected the Community Toilet Complexes mentioned in tendered documents with respect to existing condition including user behavior.
5. I/We hereby tender for the work specified by the SDMC within specified time in accordance with the terms and conditions and special conditions.
6. We agree to keep the tender open for One hundred eighty **(180) days** from the date of opening of its financial bid and not to make any modifications in its terms and conditions.
7. If I/We, fail to deposit the prescribed performance guarantee within prescribed period, I/We agree that the SDMC shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said Earnest Money absolutely. Further, if I/We fail to commence work within specified period, I/We agree that SDMC shall without prejudice to any other right or remedy available in law be at liberty to forfeit the said Earnest Money and performance guarantee absolutely. Further, I/We agree that in case of forfeiture of Earnest Money/performance guarantee as aforesaid, I/We shall be debarred for participation in the tendering process of such works as per decision of SDMC.
8. I/We have not been debarred/black listed from tendering by any department/ organization in India.

I, Son/Daughter of Sh..... Age years resident of do hereby affirm and declare that the information given above and in the enclosed documents is true and correct to the best of my knowledge and belief and nothing material has been concealed therein. I am well aware that concealment of facts and giving false information is punishable offence and in case I am guilty of giving false information or concealment of facts herein, I will be liable to be punished with imprisonment and / or fine as per the relevant provisions of law. I also undertake that the benefits availed by me by furnishing such false information or concealment of the facts shall be liable to be summarily withdrawn.

Dated.....
Postal Address.....

Signature of Authorized representative of the Sole Bidder Agency/JV

Witness: Name.....

Address:.....Occupation:.....

FORM 'B'
FINANCIAL INFORMATION

- (i) **Financial Analysis** – Details to be furnished duly supported by figures in balance sheet/profit & loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

| Years | | | | |
|--------------|---------|---------|---------|---------|
| 2013-14 | 2014-15 | 2015-16 | 2016-17 | 2017-18 |
| | | | | |

- a) Gross Annual turnover.
- b) Profit/ Loss

- (ii) Financial arrangements for carrying out the proposed work.

Signature of Chartered Accountant with Seal

Signature of Bidder(s)

FORM 'C'
DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED DURING THE LAST SEVEN YEARS
ENDING LAST DAY OF THE MONTH.....

| S. No. | Name of work/project and location | Owner or sponsoring organization | Cost of work in crores of rupees | Date of commencement as per contract | Stipulated date of completion | Actual date of completion | Litigation / arbitration cases pending/ in progress with details* | Name and address/ telephone number of officer to whom reference may be made | No. of total WCs maintained under executed works of similar nature. |
|--------|-----------------------------------|----------------------------------|----------------------------------|--------------------------------------|-------------------------------|---------------------------|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | | | | | | | | | |

*Indicate gross amount claimed and amount awarded by the Arbitrator.

Signature of Bidder(s)

FORM 'D'

| PROJECTS UNDER EXECUTION OR AWARDED | | | | | | | | | |
|--|--|---|---|---|--------------------------------------|--|---|---|----------------|
| S.No | Name of work/project and location | Owner or sponsoring organization | Cost of work in crores of rupees | Date of commencement as per contract | Stipulated date of completion | Upto date percentage progress of work | Slow Progress if any and reasons thereof | Name and address / telephone number of officer to whom reference may be made | Remarks |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | | | | | | | | | |

Certified that the above list of works is complete and no work has been left out and that the information given is correct to my knowledge and belief.

Signature of Bidder(s)

FORM 'E'
PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM 'C'
(To be submitted on letter head of Employer with the contract details)

1. Name of work/ project & location
2. Agreement no.
3. Estimated cost
4. Tendered Cost
5. Date of start
6. Date of completion
 - (i) Stipulated date of completion
 - (ii) Actual date of completion
7. Amount of compensation levied for delayed completion, if any
8. Amount of reduced rate items, if any
9. Performance Report

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

Dated:

**(Executive Engineer or Equivalent)
Employer**

FORM 'F'

DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK

| | Designation | Total number | Number available for this work | Name | Qualifications | Professional experience and details of work carried out | S.No. | Remarks |
|---|-------------|--------------|--------------------------------|------|----------------|---|-------|---------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | | | | | | | | |
| | | | | | | | | |

Signature of
Bidder(s)

FORM 'G'
DETAILS OF CONSTRUCTION PLANT AND EQUIPMENT LIKELY
TO BE USED IN CARRYING OUT THE WORK

| S.No. | Name of equipment | Nos. | Capacity or type | Age | Condition | Ownership status | | | Current location | Remarks |
|-------|-----------------------------|------|------------------|-----|-----------|------------------|--------------|-----------|------------------|---------|
| | | | | | | Presently owned | To be Leased | purchased | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 1 | Suction cum Jetting Machine | | | | | | | | | |
| 2 | Water Tanker | | | | | | | | | |
| 3 | Vehicles for Staff | | | | | | | | | |
| 4 | Mobile repair Van | | | | | | | | | |

Signature of
Bidder(s)

FORM "H"
Financial Bid Format

Name of Work- OPERATION, MANAGEMENT AND MAINTENANCE OF COMMUNITY TOILET COMPLEX(S)
IN **WEST ZONE** UNDER JURISDICTION OF SOUTH DELHI MUNICIPAL CORPORATION.

NIT No.: D/EE(Store)/SDMC/2018-19/174

Dated:13.09.2018

Period of maintenance – 1 year

| Item | No. of WCs | Quoted rate per WC seat per month (in Rs.) | | Total Quoted Amount for one year (in Rs.) | |
|--|------------|--|----------|---|----------|
| | | In Figure | In Words | In Figure | In Words |
| Amount payable by SDMC for Operation, Management & maintenance of CTCs, complete as per tender conditions. | 1783 | | | | |

Note:

1. The present quote for the O&M rates per WC are on the basis of **Base Minimum Wages as per GNCTD minimum wages notification dated 30.09.2016**. However actual payment shall be adjusted (increased or decreased) based on the minimum wages notification/applicable rates during the execution of the contract. For the purpose of working out this variation in wages payable shall be taken the minimum of the (i) Minimum staff proposed in the tender document and (ii) Details of the manpower as reflected in the ESI/EPF documents.
2. The rate is to be quoted per WC seat/month. Bathrooms shall be maintained as per availability and no separate payment shall be made for maintenance of bathrooms/ Urinals/Washing portions.
3. Amount of Bid quoted above is inclusive of all consumables charges, Electricity/water charges (payable to the respective utility agency), Statutory taxes (except service tax, if applicable), levis charges, amount for contribution towards Employees PF, ESI etc, and it also include any other legal/tax liability which may be in force at present or may arise in future etc. Nothing will be extra paid by the SDMC in addition to the above quoted bid amount. If deduction at source is mandatory on account of any statutory tax, levy, cess, fee etc., the same will be deducted from the monthly bill amount of the successful Bidder by the payment authority under the SDMC.
4. No additional condition(s) from the bidder would be accepted.
5. Cello Tape to be affixed on the financial data part of the document.
6. The agency shall be liable to pay the service tax (if applicable) as per the extant rules. The service tax so paid by the agency shall be liable to be reimbursed by the SDMC on submission of the proof of deposition of the service tax to the concerned department of the Government of India.
7. ESI/EPF (employer contribution only) shall be reimbursed to the agency after submission of proof of depositing of the same with the concerned authorities.

Signature of the Authorized representative of the Agency/Contractor