



EAST DELHI MUNICIPAL CORPORATION  
Office of the Ex. Engineer [CS/PIU], EDMC

419, Udyog Sadan, 1<sup>st</sup> Floor,

Patparganj Industrial Area, New Delhi-110092

NITNo.: EE(CS-PIU)EDMC/21-22/06/01

Dated: 08.10.2021

NOTICE INVITING TENDER

Published Date	08-10-2021 5:00 PM
Bid Submission Start Date	08-10-2021 5:00 PM
Submission of queries by the perspective Bidders	21-10-2021 12.00 Noon
Pre-Bid meeting	21-10-2021 02.30 PM
Document Download / Sale End Date	28-10-2021 3.00 PM
Bid Submission End Date	28-10-2021 3:00 PM
Bid Opening Date	29-10-2021 3:30 PM

FOR DOWNLOAD OF RFP DOCUMENT: PLEASE REFER [www.mcdonline.nic.in](http://www.mcdonline.nic.in) & <https://etenders.gov.in/eprocure/app>.

Executive Engineer (Central Store/PIU)/EDMC, on behalf of the Commissioner, EDMC invites only online open tenders on Double Bid system viz. (i) Technical Bid and (ii) Financial Bid, from the experienced agencies/organizations in the form of a registered/un-registered firms / agencies for the under mentioned work.

Name of work:- OPERATION AND MAINTENANCE OF 1 TPD AEROBIC DRUM COMPOST PLANT AT VISHWAS NAGAR AND NEW ASHOK NAGAR IN EAST DELHI MUNICIPAL CORPORATION

Cost of Tender document: Rs.500/- (Non-refundable)

Earnest Money :- 1,00,000/-

Tender fees and Earnest Money to be deposited in the shape of DD in favour of Commissioner, East Delhi Municipal Corporation.

Tender No.:- 2021\_EDMC\_90978

Pre-Bid Discussions:-

EDMC shall hold a pre-bid meeting with the prospective bidders on 21.10.2021 at 02:30 PM in the office of Chief Engineer (EMS), First Floor, 419, Udyog Sadan, Patparganj Industrial Area, New Delhi- 110092. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach at the address given below by post or email on or before 21.10.2021 at 12:00 Noon.

Office of the Ex. Engineer [Central Store], EDMC

419, Udyog Sadan, 1<sup>st</sup> Floor,

Patparganj Indl. Area, New Delhi-110092

Email:- [eecentralstore35@gmail.com](mailto:eecentralstore35@gmail.com)

Note :- Bidders willing to submit technical /financial bid through E-tendering and who are not registered with the EDMC / MCD for e-tendering shall have to get registered themselves with the EDMC / MCD for obtaining a temporary ID, by paying necessary fees through DD and submitting necessary documents to concerned authorities of E-tendering. Bidders also have to submit an affidavit regarding that they are neither blacklisted nor debarred at the time of submission of technical bid.

Executive Engineer (Central Store/PIU)

# EAST DELHI MUNICIPAL CORPORATION

OFFICE OF EXECUTIVE ENGINEER (CENTRAL STORE/PIU)

419, Udyog Sadan, 1st Floor,  
Patparganj Industrial Area, New Delhi-110092

## TENDER DOCUMENT

NAME OF WORK: OPERATION AND MAINTENANCE OF 1 TPD AEROBIC DRUM  
COMPOST PLANT AT VISHWAS NAGAR AND NEW ASHOK  
NAGAR IN EAST DELHI MUNICIPAL CORPORATION.

(1) Date of Pre-Bid Meeting	21.10.2021	02:30PM
(2) Last date of Tender Submission	28.10.2021	03:00PM
(2) Date of Tender Opening	29.10.2021	03:30PM

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NAME OF WORK: OPERATION AND MAINTENANCE OF 1 TPD AEROBIC DRUM COMPOST PLANT AT VISHWAS NAGAR AND NEW ASHOK NAGAR IN EAST DELHI MUNICIPAL CORPORATION.

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### Scope of work for Operation & Maintenance Scheme:-

EAST Delhi Municipal Corporation, (here-in-after referred to as “EDMC”) has recently installed compost plants. The EDMC is the owner of these plants. These are proposed to be operated & 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.

- A The plants are proposed to be operated & maintained by the successful bidder for specified period prescribed in the tender document/NIT. The O&M agency shall be paid by EDMC for the work of operation & maintenance of plants as per the awarded rate.
- B The prospective bidders are required to inspect the plants before participating in the tender as the same shall be handed over ‘as is where is basis.
- C The plants shall be properly video graphed at the time of handing over.

### 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 5 years ending 31<sup>st</sup> March 2020 - The experience required for similar completed work.

Similar nature of work shall mean the work of “Operation & Maintenance of aerobic drum compost plant anywhere in India during last five 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 five 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 Rs. 20.00 Lacs work during the immediate last 3 consecutive financial years ending 31<sup>st</sup> March, 2020, 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 31<sup>st</sup> March, 2020, duly certified and audited by the Chartered Accountant.

**(D).** The bidder shall submit the financial data in the enclosed format duly verified by Chartered Accountant along with his signature and seal. 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-A) are allowed to participate in the tender for this work.

**(F)** The agencies are requested to give correct information contained in these documents and give documentary evidence in support of the information at the time of submission of technical bid as per the tender document.

**(G)** Pre-Bid Discussions:

EDMC shall hold a pre-bid meeting with the prospective bidders on 21.10.2021 at 02:30 PM in the office of Chief Engineer (EMS), 419, Udyog Sadan, 1<sup>st</sup> Floor, Patparganj Industrial Area, New Delhi- 110092. 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 21.10.2021, 12:00 Noon.

Office of the Ex. Engineer [Central Store], EDMC  
419, Udyog Sadan, 1<sup>st</sup> Floor,  
Patparganj Indl. Area, New Delhi-110092  
Email:- [eecentralstore35@gmail.com](mailto:eecentralstore35@gmail.com)

The Tender document/RFP can be downloaded from EDMC's Web Site <http://www.mcdonline.nic.in> & <https://etenders.gov.in/eprocure/app>. 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.

Executive Engineer (Central Store/PIU)  
EDMC

Chapter-2  
Fact sheet

NAME OF WORK: OPERATION AND MAINTENANCE OF 1 TPD AEROBIC DRUM COMPOST PLANT AT VISHWAS NAGAR AND NEW ASHOK NAGAR IN EAST DELHI MUNICIPAL CORPORATION.

Estimated Cost: - attached in Annexure -

Earnest Money:- in the form of demand draft/banker's cheque payable at New Delhi in favour of Commissioner/EDMC.

Tender Cost:-Rs. 500/- as cost of RFP document for each group in the form of Demand Draft/Bankers Cheque payable at New Delhi/Delhi in favor of Commissioner, EDMC.

Period of Work:- 02 years (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. EDMC 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 2 years from the date of issue of LOA in the form of Bank Guarantee from Nationalized /Scheduled Bank duly in favour of Commissioner, EDMC or in the form of Demand Draft/Bankers Cheque issued by Nationalized/Scheduled Bank payable at Delhi/New Delhi favoring Commissioner, EDMC. 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 EDMC.
- iii. The performance Guarantee shall be refunded to the agency after successful completion of work/extended period of completion.
- iv. No interest on earnest money, performance guarantee or any other payment shall be paid by EDMC in any circumstance.

The bidder will have to submit the Technical bid in sealed envelope. The technical Bid is to be marked as "Technical Bids for OPERATION AND MAINTENANCE OF 1 TPD AEROBIC DRUM COMPOST PLANT AT VISHWAS NAGAR AND NEW ASHOK NAGAR IN EAST DELHI MUNICIPAL CORPORATION.; Name of Bidder : \_\_\_ documents/Schedules/Annexure etc.:-

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

All these documents of technical bid are to be uploaded while submitting the tender.



Chapter-3  
Scope of work

Scope of work for Operation & Maintenance proposed to be implemented by EDMC through the O&M agencies:-

- A. East Delhi Municipal Corporation, (here-in-after referred to as “EDMC”) is presently installed two compost plant. These are proposed to be operated & 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 plants are proposed to be operated & maintained by the successful bidder on for specified period prescribed in the tender document/NIT. The O&M agency shall be paid by EDMC for the work of operation & maintenance of plants as per the awarded rate.
- C. The prospective bidders are required to inspect the plant sites before participating in the tender as the same shall be handed over ‘as is where is basis.
- D. The plants shall be properly video graphed at the time.
- E. The advertisement rights over the entire premises of plants and income thereof will rest with EDMC. The bidder will have no rights to advertise in any form in any manner over the plants.

Main Work to be executed by the O&M agency:-

- i) The O&M agency shall operate and manage all the plant covered under scope of work as per the terms and conditions. They shall deploy maintenance staff such as skilled, semi-skilled and un-skilled labour Resident Caretaker and other Supervisory staff as necessary for smooth operation and maintenance of the plant, to the satisfaction of the Engineer-in-charge.
- ii) Electricity (from the power BSES)/Water connection (either from DJB or through Tubewell) has been provided at all the plants. The EDMC will pay the electricity and water consumption charges.
- iii) That the Agency shall abide by all rules, regulations, orders and instructions that the EDMC from time to time may issue or adopt or for the case, protection and administration of the plants and the general welfare and comfort of all connected persons.

Eligibility Criteria:-

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

- (E).** Experience of having successfully completed following works during last 5 years ending 31<sup>st</sup> March 2020.

Similar nature of work shall mean the work of “Operation & Maintenance of aerobic compost plant” anywhere in India during last five 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 five 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, the lead partner shall have experience more than of 50% of total prescribed experience.

- (C).** Turnover:- The average annual financial turn-over required of the bidders should be atleast Rs. 20.00 Lacs during the immediate last 3 consecutive financial years ending 31st March,2020, 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, 2020, duly certified and audited by the Chartered Accountant (Details in Form-A).

## Terms and 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 EDMC, 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 and its authorized representative.
- iii)** "Approval" means order by EDMC'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 and maintenance of the compost plants is awarded.
- v)** The tender for compost plant through NIT shall be called by the EE(Central Store) under Superintending Engineer (EMS), 419, Udyog Sadan, 1<sup>st</sup> Floor, Patparganj Industrial Area, New Delhi- 110092 and all steps taken by the EE(Central Store) upto the awarding stage of works.
- vi)** The "Agreement" shall be executed between the Nodal EE on behalf of COMMISSIONER, EDMC) (referred to as EDMC) 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 compost plants. 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 to be deposited.
- 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 five 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.

**3. Pre-Qualification Criteria:-**

The bidder must satisfy the Eligibility Criteria. If all requisite documents and/or Technical Bid, 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 valid documents are not found in respect of any bidder at the time of opening of Bid. 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 EDMC 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 EDMC shall not be considered. The EDMC'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 EDMC's request for clarification, its bid may be rejected.

**5. Bid Evaluation Criteria:**

- A. The EDMC 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	(45 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	
(ii)	With levy of compensation	20	5	
(iii)	Levy of compensation not decided	20	10	
			0	
			20	

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

**6. Opening of bids:-**

- i) The Technical Bid comprising of requisite documents will be opened first.
- ii) The Technical Committee constituted by EDMC for scrutiny of Technical Bids, shall examine all the documents received through Technical bid and decide the eligibility of bidders. The Financial bid of only technically qualified bidders shall be opened. The date of opening of financial bid shall be intimated by EDMC in time.

**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:-**

1. As notified in the NIT/bid notice, the Earnest Money details as Annexure- shall be deposited in the form of demand draft/banker's cheque payable at New Delhi in favour of Commissioner/EDMC.

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.

2. After approval/acceptance of the bid of a particular bidder, a letter of award would be issued to the approved bidder.
3. The selected bidder would be required to deposit 5% of the accepted bid amount as performance guarantee for a validity period of 2 years from the date of issue of LOA in the form of Bank Guarantee from Nationalized /Scheduled Bank duly in favour of Commissioner, EDMC or in the form of Demand Draft/Bankers Cheque issued by Nationalized /Scheduled Bank payable at Delhi/New Delhi favoring Commissioner, EDMC. 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.
4. 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 EDMC.
5. 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 EDMC.

**11. Signing of Contract/Agreement:-**

The "Agreement" shall be signed/executed between the concerned Nodal EE/Engineer-in-charge on behalf of EDMC(referred to as EDMC/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 EDMC shall hand over the possession of the compost plants free from all disputes and encumbrances whatsoever immediately to the O&M Agency. The period of work shall be 02 years 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 EDMC.
- ii) These compost plants in functional condition shall be handed over by the EDMC 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 EDMC.

**13. Part Work /Additional Work:-**

- i) The competent authority on behalf of COMMISSIONER, EDMC 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 compost plants are handed over by EDMC 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.

**14. Acceptance/ Rejection of tender:-**

The Competent Authority on behalf of COMMISSIONER, EDMC 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 EDMC 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 compost plants. 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. & EDMC shall not be responsible in any manner.

**17. No Right/title of interest in respect of the premises:-**

- i) That nothing herein contained shall be construed as of handing over to the successful bidder. Conferring upon the Agency any right, title or interest in respect of the premises. The Agency shall have no right, title of interest in the compost plants allotted to him nor shall be deemed to have possession thereof, except the permission to use the said site. The possession of the compost plants shall continue to rest with EDMC for all intents and purposes.
- ii) That nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto or any other relationship, other than the relation of licensor and licensee.

**18. 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.

**19. Agency to indemnify:-**

- i) The Agency shall be liable for and shall also indemnify the EDMC against all liabilities, losses, claims, demands, proceedings, damages, costs, charges and expenses and further agrees to defend, indemnify and hold the EDMC 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.
- ii) No liability against North shall be created in respect of any dispute that may arise between the Agency and his employees/ workers and any other person in respect of the liabilities of the Agency. The workman employed by the agency shall be employee of the agency and there shall be no contract of employment with them in any form with the EDMC.

**20. 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, EDMC is obliged to pay compensation to a workman employed by the Agency, in execution of the works. EDMC will recover from the Agency, the amount of the compensation so paid; and without prejudice to the rights of the EDMC, under Sub – section (2) of Section 12, of the said Act, EDMC 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. EDMC 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 EDMC, full security for all costs for which EDMC might become liable in consequence of contesting such claim.

- 21. 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, EDMC. 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 EDMC/Delhi Govt. from time to time for the protection of health and sanitary arrangements for workers employed by CPWD/PWD/DJB/ EDMC. The EDMC 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 EDMC. Under Sub – section (2) of Section 20, and Sub – section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, EDMC 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 EDMC to the Agency whether under this contract or otherwise. EDMC 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 EDMC, full security for all costs for which EDMC might become liable in contesting such claim.
- 22. 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.
- 23. No labour below the age of eighteen years (18) shall be employed on the work.**
- 24. 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) / EDMC 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) / EDMC 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.

v) (a) 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.

(b) 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 there under from time to time.

vi) The Agency shall indemnify and keep indemnified EDMC 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.

**25. 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.

**26. 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.

**27. Payment On Account of Increase/decrease in Wages Due to Statutory Order(s):-**

1. The present quote for the O&M rates are to be submitted by the prospective bidder on the basis of Base Minimum Wages as per GNCTD minimum wages. 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 EDMC. 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, EDMC 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 EDMC by 1<sup>st</sup> of every following month. The EDMC 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. EDMC 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. EDMC 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.
- 28.** Third Party verification/assessment of the manpower deployed/level of services:-  
EDMC at its sole discretion may engage/nominate an outside agency as 3<sup>rd</sup> party (cost of the same shall be borne by agency) for verification/assessment of the manpower deployed/level of services being imparted,. The report of the said 3<sup>rd</sup> party agency shall be used/taken into account by EDMC while considering the bills payable to O&M agency. The contractor shall be bound by the 3<sup>rd</sup> Party report(s)/findings.
- 29.** Availability of Utilities such as Electricity and Water and payment of utility charges:-
- i) Electricity (from the power BSES)/Water connection (either from DJB or through Tubewell) has been provided at plants. The EDMC will pay the electricity and water consumption on actual basis.
- 30.** Minimum Deployment of Regular Staff by the Agency for the compost plants:-

The O & M Agency shall deploy the minimum staff on regular basis for all compost plants

Sl. No.	Description	Quantity (for one plant)
1	Unskilled persons for loading / unloading, segregation, feeding and further loading of the composting trays.	1 No.
2	Unskilled persons for security purposes.	1 No.
3	Semi-skilled manpower for O&M of plant.	½ No.

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 deducted 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.

- 31.** The Financial bids of all technically eligible agencies shall be opened on the date and time as decided by the EDMC.

Chapter-5  
SPECIAL TERMS & CONDITIONS AND ELIGIBILITY CRITERIA

1. Responsibility of the O&M agency:-

1. Contractor should have a 1-year experience of operation and maintenance of 1TPD or more capacity compost plant in any Municipal Corporation or Government Department.
2. Contractor should have local service centre in Delhi/NCR.
3. The agency will be fully responsible for any untoward incident occurring at plant site with no cost to EDMC and its officials.
4. Contractor should have 5 years experience in MSW/compost management.

(1) Handing Over of Plant after completion of O&M Period: -The contractor shall handover the entire plant after expiry of his O&M period to Engineer-in-Charge or his representative or new operator or as directed by EDMC in a peaceful smooth and good running condition. During the handing over period the cost of operation/manpower deployed and consumables etc. will be borne by contractor himself. Nothing extra will be paid to him in regard.

(2) Penalties: -

- a) The Contractor shall disburse salary to its deployed manpower inclusive of DA, if any, latest by 5 of every month, failing which penalty of Rs. 1000 / - per day will be imposed from 6 days of the month to till the salary of labor is paid. In case the Contractor fails to pay the salary of his staff within 30 days, it will be considered as breach of contract.
- b) During Operation & maintenance of 2 years of the composting plant, if there is any loss or damage of any component of compost plant due to mismanagement mishandling or due any reasons, whatsoever, the Contractor shall be responsible for immediate replacement / rectification etc. The damaged component may be repaired, if it is understood that after repairing, performance of the component shall not be degraded, otherwise the defective component shall be to be replaced by new one without any extra cost.
- c) In case Contractor fails to depute Minimum Manpower as mentioned in above, recovery shall be made from the monthly O & M payment or any payment due a @ Minimum Wages circulated by GNCTD.
- d) In case of any fault damage of any part of the plant and / or in the event of plant shutdown due to any reason (except for routine checkup and maintenance or non - availability of feed stock) or in the event of failure of compost production at any plant without specific & valid reason which falls under the scope of contractor's work, it must be rectified within 24 hours falling which a penalty of Rs 2,000 / - per day for Non Operation of Plant shall be recovered from contractor's monthly O & M bill payment.
- e) In case the contractor fails to rectify the defects / deficiencies notified by the audit team within one month of issue of their report a penalty of Rs 2000 / - per day shall be recovered from his monthly O & M payment / bills.
- f) If the contractor does not carry out segregation & disposal work of MSW on any day without any specific & valid reason then a penalty of Rs. 1000 / - per day would be imposed.
- g) The Contractor has to maintain a clean, hygiene and safe environment in the entire premises under his possession failure to which a penalty of Rs 2000 / - each instance shall be imposed on him and be recovered from his monthly O & M payment / bills .
- h) The staff of the Contractor is required to wear Uniform with Identity card, noncompliance will attract a penalty of Rs. 500 / - per instance and be recovered from his monthly O & M payment / bills.
- i) The staff of the Contractor is required to wear PPE such as hand gloves, nose mask, face

mask & gum boots etc. noncompliance will attract a penalty of Rs. 500 / - per instance and be recovered from his monthly O & M payment / bills. If any misbehavior or indiscipline by staff of the contractor will come into the notice of the department a penalty of Rs. 2000 / - per instance will be imposed.

- j) In case the quality of compost does not meet the FCO standards, a penalty of 1,000/- per day shall be levied and the same will be recovered from the monthly payment / bill of the contractor towards his O&M cost.

(3) Payment Schedule: - During Operation & Maintenance Period for 2 years: - The O&M cost will be paid to contractor on equated monthly payment.

(4) Offer should valid upto 180 days from the last date of submission.

## 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 agency shall keep the compost plants in a clean, tidy and orderly condition free of litter, dirt and debris.
- b) The agency shall be responsible for maintenance of the drainages within the plant in accordance with Good Industry Practices.
- c) 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.
- d) The agency shall maintain a complaint register/suggestion box at conspicuous place inside the compost plants for the users/visitors and action taken on the complaint/suggestions should be recorded in the complaint register. This will be reviewed by EDMC officials weekly.
- e) The agency shall ensure that no open defecation takes place within and surroundings of the compost plants.
- f) The agency shall deploy sufficient Care takers as well as sufficient number of Safai Karamcharies to ensure proper management and maintenance of the plant in neat, tidy and hygienic conditions.
- g) The agency shall deploy sufficient managerial and supervision staff for smooth working.
- h) The agency shall provide complete staff list engaged for the work to EDMC.
- i) The staff deployed by the agency at the compost plants will always be in uniform with name batch, as approved by EDMC.
- j) The Water consumption charges (if any) & Electricity charges shall be borne/paid by the EDMC.

## 3. Display Boards:-

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

- (i) Location of plants.
- (ii) Use of facilities in compost plants.
- (iii) Name, Address & Contact No. of O & M agency:-
- (iv) Name of Address & contact No. of Engineer-In-Charge.

- (v) Name of caretaker/supervisor and safai karamcharies deployed on the plants.
- (vi) Chart showing Inspection of plants as per Annexure- 'E'.

**4. Other Conditions:-**

- a) EDMC at its sole discretion may engage/nominate an outside agency as 3rd party (cost of the same shall be borne by agency) for verification/assessment of the manpower deployed/level of services being imparted.
- b) Sample of the compost will be tested on quarterly basis from the reputed laboratory and test result should meet the FCO standard (cost of the testing from laboratory shall be borne by agency). The report of the said 3rd party agency shall be used/taken into account by EDMC while considering the bills payable to O&M agency. The contractor shall be bound by the 3rd Party report(s)/findings.
- c) The agency shall not endeavor to enter into any contract with any third party without specific approval of the competent authority of EDMC. In case it is noticed that the O & M agency has entered into contract with any third party, the EDMC shall be at liberty to terminate the contract of the agency and take back the plant.
- d) No separate structure above or nearby to the existing structure shall be allowed to be put up or added.

**5. Emergency/De-commissioning:-**

- i) If, at any time during the operation of the maintenance agreement, it is deemed necessary and expedient by EDMC, 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 EDMC. 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 EDMC on this Account. However, security deposit along with other dues, if any, shall be paid to the agency after deducting dues of EDMC.

**6. Rectification of defects:-**

- i) Save and except as otherwise expressly provided in this Agreement, if any loss or damage is caused to the compost plants 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 EDMC 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.

**7. Monitoring and Supervision during Operations by EDMC or through monitoring Agency:-**

- i) The Engineer-in-charge or any representative authorized by EDMC preferably concerned Assistant Engg./JE of division or any EDMC team, may undertake periodic (at least once every week) inspection of the compost plants jointly with the authorized

representative of the O & M agency to determine the condition of the plants 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 7 days (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.

- ii) That the Agency shall have no objection if the EDMC's employee enter the premises for inspection and or executes any structural repair, additions or alteration at the site, check water and sanitary conditions or do renovations which may be found necessary from time to time and for the purposes connected therewith and for the compliance of terms and conditions of any works relating to repair / additions /alterations or other damages that may be caused during the course of installation of any fitting, fixtures, etc.

#### 8. 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 EDMC 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 plants.
- 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 plant.
- iv) The O&M agency suspends or abandons the operations of the compost plants without the prior consent of EDMC, 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 EDMC 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 compost plants in clean and hygienic conditions.
- ix) The O&M agency has delayed or defaulted in any amount payable to EDMC 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 compost plants only and not partly.
- xi) The O&M agency charge the users.
- xii) Use of Water, Electricity or premises for purpose other than specified.



- 9. List of Acts and Omission for which fines can be imposed**
- i) If cleaning of plants are 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 plant.
    - b) For second time - Rs. 2000 per day for each plant.
    - c) For third time - Rs. 3000 per day for each plant.
    - d) For fourth time - Rs. 5000 per day for each plant.

In case, the cleaning of any plant not found satisfactory fifth time during a month, the agreement will be terminated and will be handed over to the other agency for maintenance.
  - ii) In case of complex is found closed at any point of time without permission of EDMC (Engineer in- charge), a fine of Rs. 10,000/- will be imposed.
  - iii) That the Agency shall be responsible for all damage or loss of property due to the reasons for which he or his servants are directly responsible for all damage or loses of property due the reasons for which he or his servants are directly responsible and shall be liable to make good any loss or damage that may be sustained by the EDMC expect those due to normal, wear and tear or such as are caused by storm, earthquake or any other natural calamities beyond his control. The decision of the EDMC in regard to the extent and quantum of compensation, if any to be paid to it shall be final and binding upon the agency and shall not be called in question.
  - iv) That the licensee shall ensure that there is no unlawful activities in the premises during his operating hours by any of the licensee employees, agents etc. In case of any breach, the license shall be cancelled.
  - v) That Licensee shall not commit or suffer to be committed any public or private nuisance or any other act or things which may disturb the peaceful environment and enjoyment of occupants of nearby premise.
- 10. Termination due to event of Default:-**  
 Without prejudice to any other right or remedy which EDMC 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 EDMC 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, EDMC 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 EDMC within a period of 10 days from the date of the receipt of the Show Cause Notice by the O&M agency, the EDMC 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, EDMC 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 EDMC or any Government Agency. The applicable Cure Period shall be extended by the period taken by EDMC or the Government Agency to accord the required approval.

**11. Termination Payments:-**

- i) Upon termination of this agreement on account of a breach by the O&M agency, EDMC 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 EDMC on Termination of this agreement for whatever reasons, EDMC shall have the power and authority to –
  - a) Take possession and control of the compost plants forthwith;
  - b) Security Deposit including performance guarantee shall be forfeited and shall be at the disposal of EDMC.
  - c) Prohibit the O&M agency and their representatives from entering upon all the compost plants 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.

**12. 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 EDMC shall be entitled by written notice to terminate this agreement.

**13. 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

(ii) 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 EDMC 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.

**14. 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.

## Annexure-A

### 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.
- (xi) In case of Joint Venture, all financial criteria, shall be fulfilled by the lead member alone.
  - (xii) 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.
  - (xiii) 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.
  - (xiv) 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 the .....Act/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 "EAST DELHI Municipal Corporation, ". (hereinafter referred to as EDMC) having its Head Office at 419, Udyog Sadan Patparganj Industrial Area, Delhi-110092, hereinafter called the "Owner") in response to the NIT No.....dated..... for the work of , SH:- OPERATION AND MAINTENANCE OF 1 TPD AEROBIC DRUM COMPOST PLANT AT VISHWAS NAGAR AND NEW ASHOK NAGAR IN EAST 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..... (Signature) 2..... (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 of .....and having its Registered/Head Office at .....as 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 EDMC, (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.....



Chapter- 7

Form-“A”

Bid Submission/Self Declaration Form

To,

The Ex. Engineer [Central Store], EDMC

419, Udyog Sadan, 1<sup>st</sup> Floor,

Patparganj Indl. Area, New Delhi-110092

Name of Work- OPERATION AND MAINTENANCE OF 1 TPD AEROBIC DRUM  
COMPOST PLANT AT VISHWAS NAGAR AND NEW ASHOK  
NAGAR IN EAST DELHI MUNICIPAL CORPORATION

NIT No.:

Dated:

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 compost plants mentioned in tendered documents with respect to existing condition including user behavior.
5. I/We hereby tender for the work specified by the EDMC 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 EDMC 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 EDMC 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 EDMC.
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.....

Signature of Authorized representative  
of the Sole Bidder Agency/JV

Postal Address.....

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 three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Years		
2017-18	2018-19	2019-20

- 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 FIVE 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 completed plants 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"  
Financial Bid Format

Name of Work- OPERATION AND MAINTENANCE OF 1 TPD AEROBIC DRUM  
COMPOST PLANT AT VISHWAS NAGAR AND NEW ASHOK  
NAGAR IN EAST DELHI MUNICIPAL CORPORATION

Period of maintenance – 2 years

Item				
	Quantity	Unit	Rate per month	Total Amount
Amount payable by EDMC for Operation, Management & maintenance of compost plants, complete as per tender conditions (per month).	24	Months		

**Note:**

1. Amount of Bid quoted above is inclusive of all consumables 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 EDMC 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 EDMC.
2. No additional condition(s) from the bidder would be accepted.
3. The agency shall be liable to pay the service tax (if applicable) as per the extant rules.

Signature of the Authorized representative  
of the Agency/Contractor



