



Bid Document

for

Providing Operation & Maintenance and Event
Management Services for
Charti Lal Goel Heritage Park, Delhi



April, 2022

Office of the Director (Horticulture), 16th Floor
E-Block, S.P.M. Civic Centre, New Delhi-02
North Delhi Municipal Corporation

E-mail: dirhort-northdmc@mcd.nic.in

Phone No. 23226604

Website: www.mcdonline.nic.in

<https://etenders.gov.in/eprocure/app>

CONTENTS

N.O.W.: Providing Operation & Maintenance and Event Management Services for
Charti Lal Goel Heritage Park, Delhi.

Chapter	Description	Page No.	
		From	To
I	Notice Inviting Tender	3	6
II	Information and instruction for bidders	7	21
III	Schedules/Annexure	22	36
IV	Conditions of contract	37	43
V	Form 'A' to 'E'	44	48

CHAPTER I

NORTH DELHI MUNICIPAL CORPORATION Office of the Director (Horticulture), 16th Floor, E-Block, S.P.M. Civic Centre, New Delhi-110 002

N.I.T.No./DDH/HQ/NIT/2022/01

Dated: 20.04.2022

NOTICE INVITING TENDER

1. The North Delhi Municipal Corporation invites the bids through two bids system i.e. Technical Bid (only manually) and Financial Bid (Only online) in sealed cover on Lump sum Rates from the eligible Bidders for “Providing Operation & Maintenance and Event Management Services for Charti Lal Goel Heritage Park, Delhi” for a period of 03 years and extendable for next three years on mutual consent and satisfactory performance of the firm.

2. Who can Apply

- a. Any individual/NGO/firm/company/society/charitable trust or consortium of these, who have satisfactorily completed similar nature of 01 work costing more than 54.40 Lacs per annum or 02 works costing more than 40.80 Lacs per annum or 03 works costing more than 27.20 Lacs per annum, in the last 07 years ending previous day of last date of submission of tenders.
- b. Similar nature of work means **(a) Event management services which include organizing cultural/ heritage/social/patriotic nature of events & Facility Management Services which includes housekeeping of roads/footpath/walkways/ park and toilets including its appurtenances.**
- c. The value of the executed works shall be brought to current costing level by enhancing the actual value of work at simpler rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for tenders.
- d. The bidder should have average Annual Financial Turnover of Rs. 34.00 lacs during last three financial years ending 31st March, 2021.
- e. The bidder should not have incurred any loss more than 2 years during the last 5 years ending 31st March, 2021.
- f. The bidder should have a solvency of Rs. 27.20 lacs.

3. Earnest Money

Earnest Money amounting to Rs. **1.36 Lakh (Rupees One Lakh Thirty Six Thousand only)** will have to be deposited through online tendering. The tender cost and the earnest money should be submitted online through Net Banking/Credit/Debit Card or in the form of Challan (NEFT/RTGS) generated from the website.

4. Interested eligible Bidders may download the tender documents from website <https://etenders.gov.in/eprocure/app> on online payment of tender cost of Rs. 1000/- (Rs. One Thousand only) latest by 17.05.2022.
5. In case the bidder is not registered on MCD e-tendering portal, the bidder has to get registered first at his own level.

6. Technical Bid must be received at the below mentioned office only so as to reach before 3.30 P.M. on 17.05.2022 by post or by dropping in the tender box at the address mentioned below-

**Office of the Director (Horticulture), 16th Floor,
E-Block, S.P.M. Civic Centre, New Delhi-110 002**

7. The Technical bids shall be submitted manually in cover clearly marked **“Technical Bid”**. Financial bid shall be received online only.

8. Part-I (Technical Bid) will be opened manual on 18.05.2020 in the presence of Bidder's representatives who choose to attend at 4.00 P.M. in the Office of the **Office of the Director (Horticulture), 16th Floor,E-Block, S.P.M. Civic Centre, New Delhi-110 002.**

9. Bids received after due date and time will not be entertained.

10. Manual Technical Bids not accompanied with proof of Earnest Money and tender cost depositing, shall be summarily rejected.

11. Part-II (Financial Bid/Online only) of only those Bidders, who are found eligible in the technical bid on evaluation as per benchmark established by North DMC and scrutiny of Evaluation Committee will be opened on 25.05.2022 (Tentative) at 03.00 pm in the **Office of the Director (Horticulture), 16th Floor,E-Block, S.P.M. Civic Centre, New Delhi-110 002.**

12. If any information furnished by the applicant is found incorrect at a later stage, his bid will be rejected and he shall be liable to be debarred from tendering/taking up of work in North DMC. The department reserves the right to verify the particulars furnished by the applicant independently. Conditional tenders are liable to be rejected.

13. **Activity schedule**

The schedule of the issue/ receipt of tender and pre-bid meeting/presentation by bidders shall be as under:

S.N.	Activity	Date & time
1	Online Sale of tender documents	28.04.2022 to 17.05.2022 at 3.30 P.M.
2	Date, Time & Place of Pre-bid meeting	06.05.2022 at 3.00 PM at O/o Director (Horticulture), 16 th floor, Dr. S. P. Mukharjee Civic Centre, Minto Road, New Delhi-110002
3	Submission of tender documents.	17.05.2022 at 3.30 P.M.
4	Opening of technical bid.	18.05.20200 at 4.00 P.M.
5	Date of presentation to evaluation committee by bidders (if required by North DMC)	_____

6	Opening of financial bids of technically qualified bidders.	25.05.2022 at 3.00 P.M. (Tentative)
---	---	-------------------------------------

14. If any of the above days happen to be holiday, then the tenders will be received and opened on the next working day at the same time.

EVALUATION CRITERIA

Considering the importance and complexity of proposal, the Operation & Maintenance and Event Management firm is to be selected / engaged on “Quality and Cost Based Selection (QCBS)” method with Quality / Cost weightage @ 70:30.

The technical bids will be evaluated on the basis of details furnished by the bidders in accordance with following criteria for qualifying to opening of financial bids:

S. N.	Attributes	Forms	Max Marks	
a)	Financial Strength		20	
i	Average annual Turnover (Ref. Clause No. 2 (d))	Form-A	16	(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
ii	Solvency certificate (Ref. Clause No. 2 (f))	Form-B	4	
b)	Experience of bidder in similar nature of work	Form-C	20	
c)	Performance on works (Quality)	Form-D & E	30	(i) Very Good 30 (ii) Good 20 (iii) Fair 10 (iv) Poor 0
d)	Methodology to be adopted for O&M and Event Management	To be submitted by the bidders	30	The marks will be given by evaluation committee on the basis of documents submitted by the bidder and presentation made (if any)

To become eligible for qualification, the bidder must secure at least 50% marks in each of above criterion & 60% marks in aggregate. The department, however, reserves the right to restrict the list of such qualified contractors to any number deemed suitable by it.

Even though any bidder may satisfy the above requirements, he would be liable to disqualification if he has:

- Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.
- Record of poor performance such as abandoning work, not properly completing the contract, or financial failure/ weaknesses etc.
- Been blacklisted /debarred in any Govt. Department (The bidder has to

submit an undertaking to this effect along with the technical bid).

The Technical bid will be opened first, in the presence of the intended bidders, and if any bidder will not meet with the eligibility criteria stated above then his online financial bid will not be opened.

Note: The average value of performance of works for quality shall be taken on the basis of performance report of the eligible similar works.

Note: Circular No. D/4/EE(P)-III/06 dated 07-03-06 regarding security deposit and Circular No. D/398/EE(P)-III dated 17-06-05 regarding earnest money will be applicable, Circular No. D/SE(QC)/2006/1571 dated 25-10-06, Circular No. SE(QC)/06-07/D-2816 & 2817 dated 20-02-07, D/SE(QC)/2009/10174 dated 23-02-09 regarding quality assurance of work, Circular No. D/167/EE(P)-III/06-07 dated 11-12-06 regarding deleting of arbitration clause from General Condition of contract, D-08/EE(P)-III/NDMC/2012-13 dated 27-11-12 regarding amendment in General Condition of Contract Clause of 10CA, D-03/EE(P)-III/NDMC/2014-15 dated 11-04-14 regarding open space near tree for percolation of water, D-08/EE(P)-III/NDMC/2014-15 dated 06.05.14 regarding amendment in G.C.C Clause 36, D/10/EE(P)-III/NDMC/2014-15 dated 07-05-14 regarding condition for procurement of cement and steel, D/22/EE(P)-III/NDMC/2014-15 dated 10.06.14 regarding implementation of Clause 7,9,17 & 15, D/09/EE(P)III/North DMC/2016-17 dated 09-06-15 dated 09-06-15 regarding additional conditions as per directives of Hon'ble NGT orders in OA No. 21/2014, D/06/EE(P)III/North DMC/2016-17 dated 16-06-16 regarding special conditions as per directives of Hon'ble NGT & EIA Guidance Manual shall be followed and applicable. A letter No. EE(P)III/NDMC/2021-22/ D-53 dated 02.12.2021 issued by E.E. (P)-III/North DMC regarding Standard Operating Procedure (SOP) to execute the Engineering Works and Policy of Payment will also be applicable. All circulars issued by North Delhi Municipal Corporation/unified MCD/CPWD up to the date of issue of this NIT shall be applicable.

NORTH DELHI MUNICIPAL CORPORATION
Office of the Director (Horticulture),
16th Floor,E-Block, S.P.M. Civic Centre,
New Delhi-110 002

CHAPTER II

INFORMATION AND INSTRUCTION TO BIDDERS

1. Back Ground

The Walled City (Shahjahanabad), also popularly known as Old Delhi, is diverse and rich in its Cultural and built heritage. There are nationally protected monuments including the World Heritage site of Red Fort and heritage notified buildings/structures including havelis. The famous Jama Masjid is situated on Bhojla Pahari in the centre of the Old city. The historical sacred sites of Lal Jain Mandir, Shri Gauri Shankar Mandir and Gurudwara Sis Ganj Sahib are located on Chandni Chowk Road. Old Delhi bazaars like Chandni Chowk, Dariba, Kinari Bazar, Ballimaran are world famous. The cuisines of Chandni Chowk attract people from all over India. Similarly, the Urdu poetry, Ghazals, Mushairas, Kathak dance, Qawwalis all have a special place in India's art & culture. Shri Ramleela of Old Delhi is celebrated with great devotion and fervor just opposite Red Fort. Lakhs of tourists from other states of India and abroad visit Old Delhi to experience its unique heritage every year.

North Delhi Municipal Corporation has developed a "Heritage Park" between Red Fort and Jama Masjid in Old Delhi Area. The park is spread in about 6850 sqm area in the heart of City. The Heritage Park is named after Late Charti Lal Goel, the former Deputy Mayor of Municipal Corporation of Delhi and first Speaker of Delhi Vidhan Sabha. The Heritage Park is situated at the corner of Subhash Marg and Parade Ground Road junction with Red Fort, a World Heritage, on its East and Jama Masjid and numerous heritage havelis including Dharampura Haveli on its west. On its north lies the Chandni Chowk Road. On its south is located the famous publishing area of Daryaganj. The famous bazaars like Dariba Kalan, Kinari Bazaar, Ballimaran, Katra Neel, the iconic heritage buildings like SBI, Town Hall, Hardy Library are all within the walking distance from this Heritage Park. In a way, it is situated at the heart of the Walled City.

The Charti Lal Goel Heritage park, spread over 1.75 acres in its first phase, has been constructed keeping in mind the Mughal style, with rich carvings in red stones and iron grills. The park hosts a 'Mughal Baradari' - a pavilion with 12 doors adorned with colourful flowers and grass. The park is also endowed with Mughal-style chhatris (umbrellas), stone railings and lamp posts, borrowing design elements from the Red Fort's ramparts, ornate gates and a sunken open-air theatre, all of which have been constructed using red sandstone, white marble, Dholpur stone, and Delhi quartzite stones. The garden comprises "rich stocks" of flowers and shrubberies, including petunia, dog flowers, marigold, carnation, poinsettia, ornamental cabbage, croton and furcaria. Red Stone and white marble works in walkways, Open Air Theatre, Panorama, sitting tires, under tensile structure, designer lamp posts and focus lights, all can be found in this sprawling Heritage Park. With facilities of public amenities such as toilets, nearby parking facility Northern Side (Parade Ground Parking) and on Western Side (Meena Bazar Parking), shopping counters etc., the heritage park is a major attraction for tourists as it presents a unique blend of heritage with modern amenities and natural beauty. The work on second Phase is likely to start soon.

2. Brief Scope of Work

North DMC intends to engage a professional agency through fair and transparent bidding for maintenance, upkeep and operating of park as well as organizing events on regular basis for three years and extendable for next three years on mutual consent and satisfactory performance of the firm.

Keeping in view the valuable heritage of the Walled City and the present scenario, it is proposed to develop the Charti Lal Goel Heritage Park as a major cultural and tourism hub of the Walled City with Old Delhi cuisines and handicrafts. The park may serve as a platform for cultural gatherings and academic discussions on revival of Old Delhi culture. It may become a place attracting people from all spheres to present their art & knowledge for the revival and redevelopment of Old Delhi. Specifically, it may help to conserve and promote the tangible and intangible heritage of Delhi by providing a unique experience of history, art and culture through regular cultural programmes; performing arts – music, dance and drama; exhibitions of visual arts- photography and paintings; interpretation centre for the Walled City- exhibiting the history and historical sites through archival and contemporary photographs; field experience to the students of history, art & architecture, conservation and urban planning through discussions, seminars & workshops; and understanding and appreciation of heritage and history through walks and rickshaw tours to heritage sites in the Walled City. Similarly, the Park will provide an opportunity to all the tourists – domestic and foreign - to first learn about the history and heritage sites of the Walled City and then take an actual visit to them with better understanding of their history and heritage. This will increase their appreciation and attraction of the art & architecture, history and heritage of the Walled City.

To implement the above project, a public-private partnership is proposed. It is not entirely a commercial project and primarily aims to preserve, conserve and promote the art & culture/heritage of Old Delhi. Accordingly, individual/NGO/firm/company/society/charitable trust or consortium of these, with explicit aims & objects to preserve, conserve, document or promote art, culture or heritage in Delhi and/or having requisite experience of are invited to submit their bids with information in the prescribed format.

In addition to that North DMC intends to maintain this park and its appurtenance including Toilet Complex in world class condition. Accordingly, it is decided to engage a competent agency for Facility Management Services of this road. North DMC intends to take up the instant project to create a major attraction for the tourist to visit Delhi and appreciate the historical character of Chandni Chowk.

The scope of work includes complete housekeeping of Heritage Park by way of sweeping & washing of walkways and common areas, desilting of drains, gully gratings & bell mouths, cleaning and maintenance of appurtenances /systems installed, housekeeping of toilets & urinals, collection and transportation of garbage/silt/malba to the designated site, cleaning/ maintenance/renewal/restoration of Civil Structures/Electrical installations/ Horticulture items and other related jobs in order to maintain the park in world class standard. The successful bidder will also be responsible for adequate arrangements for security of park.

The successful bidder will be allowed to run 08 already constructed stalls for refreshment and 06 temporary enclosures of defined dimensions for the purpose of exhibiting and sale of items representing heritage culture of Shahjahanabad Area. The successful bidder shall be allowed for organizing cultural/heritage/ social/patriotic nature of events in Open Air Theatre area of the park. The successful bidder will be allowed to charge entry fee and fee for events at the rates predefine by North DMC.

The successful bidder will be allowed to book the venue with other agencies for organizing the programmes / events as per scope of work on payment / rent basis on day to day basis. However, no subletting will be allowed.

3. Probable Area for which Services are to be out sourced:

The main responsibilities of the successful bidder, on its own cost, in respect of Heritage Park shall be as follows:

- i. Keep the premises secured through suitable security system and guards. In this respect, the successful bidder shall formulate a security plan with CCTV cameras for North DMC and appoint appropriate security guards 24 hours and 7 days a week. The CCTV cameras will be installed by North DMC.
- ii. Maintain the premises including toilets with due cleanliness and sanitation.
- iii. Maintain the garden and horticulture as per approved plan & as detailed under:-
 - a. **Flowering Winter Annuals:** Plantation for flowering winter season annuals shall be made every year and would be maintained according to span life of winter annuals.
 - b. **Flowering Summer Annuals:** Plantation for flowering summer season annuals shall be made every year and would be maintained according to span life of summer annuals.
 - c. **Hedges, Shrubs & Perennial Plants:** Perennial plants need only maintenance in regular intervals as per nature of plants. Hedges & Shrubs would be trimmed / pruned in regular intervals as per growth to give an aesthetic look.
- iv. Maintain civil and electric works, which includes but not limited to:
 - a. Maintenance, repair & replacement (if damaged) of all kinds of stone work, steel work, tensile fabric, drain chambers, stone benches, motives, bollard, water tanks & other fitting fixtures etc.
 - b. Maintenance, repair & replacement (if damaged) of all kinds of lights, wires, cables, pumps, sockets, switches, poles, MCBs, MCCBs, Chandelier, Distribution boards & other fitting fixtures etc. (The lights are under one year warranty period from the date of purchase, which is February / March 2022).
- v. Organise cultural programs and events minimum once in a week as a special feature at appropriate time at least for one to two hours a day. Such cultural programmes should include classical dances, folk dances, musical concerts, mushairas, Ghalib, ghazals & poetry, kissa-goi, qawwalis, etc.,

- vi. Organise popular cultural events and shows.
- vii. Organise a permanent state of the art music system for cultural programmes and other events.
- viii. Arrange famous vegetarian Old Delhi cuisines like Chaat, Golgappe, kulcha-mattar, bedmi, kulfi, dahi bhalle, jalebi, lassi, sharbat, tea/coffee etc. in a hygienic and traditional manner.
- ix. Arrange art, arte facts, handicrafts, artificial jewellery, souvenirs, traditional Ittar, traditional spices, herbs etc., of the Walled City for sale to the visitors.
- x. Arrange the traditional henna and braiding services to the visitors.
- xi. Organise exhibitions of visual arts.
- xii. Create, host and maintain a dynamic and mobile-responsive website providing detailed management information about the park, its features & programmes, and monthly programme calendars. North DMC will provide 02 Unipoles, near the Park site, exclusively for the purposes of creating awareness about the Heritage Park. The agency shall also be allowed for providing LED Panels on these Unipoles for live streaming of Cultural Events / Shows and featuring Heritage Park. These 02 unipoles can be used only for advertisement of the park. For publicity of the events, 02 more spaces, as decided by the MCD, 01 each on both roads, will be provided for the purpose of information related to Cultural Events / Shows. No other use of these Unipoles / additional spaces will be allowed except as directed by North DMC.
- xiii. All business operations like ticketing and sale will be conducted through electronic coupon/billing system. The option for electronic tickets shall also be provided. The electronic ticketing system will have to be arranged by the agency.
- xiv. Monthly expenses on the security & sanitation services, maintenance of horticulture and civil & electrical works which will be borne by the concerned successful bidder.
- xv. The consumption charges for electricity and water are also to be borne by the successful bidder.
- xvi. All Govt. taxes/duties/levies shall be borne and paid to Government by bidder. North DMC shall not bear any liability on this account.
- xvii. For the purposes of organising sale of food and handicrafts, art & artifacts, souvenirs, art publications mentioned above, adequate space for 08 temporary sale counters is available. In addition to this, 06 more spaces may be kept in the park on earmarked location which can be customised and designed by the concerned agency. North DMC shall be allowed for setting up of 01 temporary sale counter / such space having size 10ft x 10ft for North DMC free of cost for IEC purposes only.
- xviii. The entry of the visitors to the Park will be through an entry ticket as under:

S. No.	Description	Fees	
		Indian	Foreigner
1	Entry Fee for visiting Park		
i)	Visitors above	Rs. 10/- per entry	Rs. 200/- per entry

	12 years age	valid for 2 Hours	valid for 2 Hours
ii)	Children (Below 12 years)	Free	Free
2	Entry Fee for attending Cultural Events / Shows		
i)	Visitors above 12 years age	Rs. 100/- per entry valid during Show Hours	Rs. 500/- per entry valid during Show Hours
ii)	Children (Below 12 years)	Free	Free

- xix. The aforesaid entry fee can be revised only with prior permission of North DMC.
- xx. Consumption of alcohol and non-vegetarian food shall not be allowed in the Heritage Park.
- xxi. Personal gatherings / functions such as marriages, birthday parties, condolence meetings etc. shall not be allowed in the park.
- xxii. The successful bidder will be allowed to publicise the events through social media, booklets, pamphlets, invitation cards etc.
- xxiii. The selected bidders will not be allowed to place any advertisement outside of park or inside the park which is visible from outside of park.
- xxiv. A non exhaustive list for minimum deployment of man power at the Heritage Park is given under for understanding purposes. However, the bidders may deploy the man power as per their requirement, without any cost to the department.

S. No.	Type of Man power	Frequency of deployment	Minimum Number of Man power
1	Mali	Daily	03
2	Sanitation worker	Daily	02
3	Security Guard	Daily on 24 X 7 basis	08
4	Electrician	Daily	01
5	Ticket Manager	Daily	01
6	Plumber	Alternate day or as & when required	01
7	Mason / Unskilled Labour	as & when required	01

4. Sources of Revenue

The possible sources of revenue to the selected agency will include the sale counters of food and other items; entry tickets, tickets to cultural programmes, exhibitions, shows and by organizing cultural and heritage events in the park.

5. Definitions and explanations:

Unless the context requires otherwise, with reference to this all other documents in pursuant to this bidding process:-

- (a) "Agency" or "O&M Agency" or "Successful Bidder" shall mean the individual/NGO/firm/company/society/charitable trust or consortium of these, whose bids have been approved for *Providing Operation & Maintenance and Event Management Services for Charti Lal Goel Heritage Park, Delhi* in pursuant to this bidding process and it includes its legal heirs, representatives, administrators, successors and permitted assigns.
 - (b) "Agreement" shall mean the Agreement to be signed by and between the NORTH DMC and the Successful Bidder for providing Services in pursuant to this bidding process.
 - (c) "Bidder" shall mean individual/NGO/firm/company/society/ charitable trust or consortium of these, who submits its bids for *Providing Operation & Maintenance and Event Management Services for Charti Lal Goel Heritage Park, Delhi* under this bid document.
 - (d) "NORTH DMC shall mean North Delhi Municipal Corporation.
 - (e) Dy. Director (Horticulture) HQ, North DMC shall be the authorized representative of North DMC.
 - (f) "Effective Date" shall mean the date from which the Agreement in pursuant to this bidding process comes into force.
 - (g) "Party" shall mean any party to the Agreement under this bidding process and "Parties" shall mean both the parties to the Agreement.
 - (h) "Services" shall mean *Providing Operation & Maintenance and Event Management Services for Charti Lal Goel Heritage Park, Delhi*.
 - (j) "Successful Bidder Personnel" shall mean and include all the employees, agents, sub-contractors etc., of Successful Bidder who may be engaged by the Successful Bidder (directly or indirectly) for providing the Services under the Agreement in pursuant to this bidding process.
6. If there is any dispute between the parties about interpretation of any term, any clause or any other issue regarding this BID or Agreement in pursuant to this bidding process, the decision by Commissioner, North DMC shall be final and binding. Arbitration Clause is not applicable for this work.
7. Pending the submission of a dispute, controversy or claim to the Commissioner, North DMC and thereafter until the final decision, as the case may be, the parties shall continue to perform all of their obligations under this Agreement, without prejudice to a final settlement in accordance with such decision.
8. Intending Bidders are advised to inspect the site thoroughly at their own cost, understand it after having discussions with NORTH DMC officers before submitting the tender.
9. The bidder will have to make its own calculations for tentative expenditure and expected revenue on the basis of Scope of Work and then will have to quote a competitive amount (to be deposited by the approved bidder with North DMC on monthly basis) in the financial bid.

10. **Language & Currency**

- i. The proposal and all related correspondence and documents shall be written in English language.
- ii. The currency for the purpose of the proposal shall be the Indian Rupee (Rs.) only.

11. **Services to Be Outsourced: time period.**

North DMC has planned to outsource the Providing Operation & Maintenance and Event Management Services for Charti Lal Goel Heritage Park, Delhi for a total period of 3 years from the date of Letter of Award and extendable for next three years on mutual consent and satisfactory performance of the firm

12. **Inventory of Installations and Equipments:**

The basic parameters of the Heritage Park and appurtenances/system installed therein are as under:-

S. No.	Items	Quantity
1.	Total Area of the Park. a) Rectangular Portion b) Triangular Portion	4903.55 m ² <u>1452.25 m²</u> Total=6355.80 M ²
2.	Storm Water Drain Chambers	29 Nos.
3.	Stone seats (Benches)	08 Nos.
4.	Sand Stone Motives (all types)	62 Nos.
5.	Sandstone Bollard	48 Nos.
6.	Toilets (Ladies, Gents & Handicap)	05 Nos European WC (with fittings), 04 Looking Mirrors, 03 Urinals (with fittings), 04 Wash basins (with fittings) & 07 nos Aluminum gates.
7.	Pergola with MS Pipe & MS Jalis	02 Nos.
8.	Green Room	02 No (01 Ladies & 01 Gents) along with 02 Looking Mirrors and 02 nos MS Gate.
9.	Ticket Counter	01 No with 01 no MS Gate & Chik.
10.	MS structure (covered)	Roofing of Tensile with 08 No Counters.
11.	Water Tank (PVC)	03 Nos.
12.	Door Closer	02 Nos .
13.	MS Tensile structure	03 Nos, Roofing of Tensile fabric.
14.	MS Umbrella	02 Nos (Open Roof).
15.	MS Gate (Big)	02 Nos (06 Leaves).

16.	MS Gate (Small)	03 Nos (05 Leaves).
17.	MS Grills	35 Nos (4.49 mtr x 1.49 mtr). 07 Nos (2.60 mtr x 1.49 mtr)
18.	Control Room/ Office	Electrical meter & Panels with one no Aluminum Gate.
19.	Drinking water Truff	01 No (with Fittings) & 01 R.O. Water Purifier.
	Electrical Fittings	
20.	Light poles	06 Nos.
21.	Hand Dryer	02 Nos.
22.	Mirror Light	02 Nos.
23.	Tube Light	16 Nos.
24.	Surface Down lighters	25 Nos.
25.	Surface Light (Gate)	06 Nos.
26.	Tree Lights (all Type)	165 Nos.
27.	Wall Lights (Spike)	49 Nos.
28.	Foot Lights	102 Nos.
29.	Linear Lights	20 Nos.
30.	Exhaust Fan	03 Nos.
31.	Wall Hanging Fan	06 Nos.
32.	Flood Light (all Types)	14 Nos.
33.	Chandelier	01No.
34.	Submersible Pump with Pannel	01 No.
35.	Distribution Boards with MCBs/MCCBs	06 Nos.

All the required manpower and material for taking care of above appurtenance and maintenance of park in its original condition shall be provided by the selected bidder.

13. The inventories as listed out above are tentative, and a minor variation is likely to be there. Nothing extra shall be paid on account of maintenance of these variations.

14. **Pre-Bid meeting:**

Pre-bid meeting would be held in the office of Director (Horticulture), 16th floor, Dr. S. P. Mukharjee Civic Centre, Minto Road, New Delhi-110002 as per the schedule given in the NIT. Clarifications on issues raised during this pre-bid meeting, would only be uploaded on North DMC's web site. These clarifications would be part of the terms and conditions of this Bid Document.

15. **Deployment of O&M Team & Action Plan:**

The Agency, along with the technical bid, will submit a detailed methodology (Annexure-01) comprising as under:-

- i. An action plan for day-to-day House Keeping Services and Facility Management Services for the Heritage Park with appurtenances and its toilet complexes.
 - ii. Methodology to be adopted for O&M and Event Management.
16. This deployment plan of manpower and action plan for House Keeping and Facility Management Services and Methodology to be adopted for O&M and Event Management will be one of the Parameters for evaluation of the technical bid and in case the bid is accepted, also for performance evaluation of the services provided by the Agency.
17. The bidder will submit the Technical bid (manually only) and Financial bid (Online only). The Technical bid is to be submitted in a sealed envelope to be marked as " Technical Bid for Providing Operation & Maintenance and Event Management Services for Charti Lal Goel Heritage Park, Delhi" containing the following documents / Schedules / Annexure etc.:
 - (a) Schedule-A "Technical bid Form" duly filled in and signed by the Bidder.
 - (b) Schedule-B "Terms and Conditions of the BID" duly signed on each page by the Bidder.
 - (c) Receipt of online payment against Earnest Money.
 - (d) Receipt of cost of BID document.
 - (e) Annexure-01 "Methodology" duly signed by the bidder.
 - (f) Annexure-02 "Self-Appraisal (Competency Statement) by the bidder".
 - (g) Annexure-03 "Anti collusion certificate" duly signed by the bidder.
 - (h) Self attested copies of all the documents & Certificates required vide technical BID form (Schedule-A).
 - (i) The bidder shall also submit a self-attested copy of its constitution (MOA/AOA).
 - (j) Any other document, which the bidder wishes to enclose in support of its bid.
20. The Technical Bid will be placed in an envelope, which will be sealed, marked as "Bid for *Providing Operation & Maintenance and Event Management Services for Charti Lal Goel Heritage Park, Delhi*" and addressed to Office of the Director (Horticulture), 16th Floor, E-Block, S.P.M. Civic Centre, New Delhi-110 002 should be submitted before closing date and time.
21. The Technical Bid will be opened on the date & at the time and place mentioned in the notice inviting bids.
22. **Financial bid**
 - a. Financial proposals shall be opened for only those Bidders who would have obtained benchmark score in technical bid section.
 - b. NDMC shall intimate the date and time for opening the financial proposal.
23. Willing bidders may also be present at the time of opening of technical bids.

24. The financial bids of bidders, received online only, who are declared successful in technical evaluation, shall be online opened and will be considered for deciding the H1 agency.
25. Technical bids of the bidders, who do not fulfill the requisite qualifications, will not be considered for evaluation.
26. The bidders fulfilling the basic qualifications may be asked to make a presentation regarding its "methodology ". This presentation of the Proposed Action Plan will be a part of technical evaluation.
27. The date, time and place for the presentation of the proposed action plan will be intimated after opening of technical bids. The bidder at its own cost has to manage all the equipments for the presentation.
28. The presentation of the Methodology to be adopted for O&M and Event Management made by the agency would be assessed for 30 marks by a panel of officers. The marks given by these officers would be averaged against 30 marks and thereafter a merit would be prepared against total 100 marks.
29. As notified in the NIT/bid notice, earnest money should be deposited online only.
30. After approval/acceptance of the price bid of a particular bidder, a letter of award would be issued to the approved bidder.
 - (a) The amount of earnest money deposited by the successful bidder with its technical bid would be adjusted against the security deposit amount.
 - (b) Earnest Money amount of unsuccessful bidders will be returned without interest.
31. An agreement on non-judicial stamp paper for Rs.100/- is to be signed by between the North DMC and approved bidder (Successful Bidder) for the work under this bid process. The draft of agreement is to be approved by the North DMC. The bid submitted by the successful bidder, subsequent correspondence/negotiations etc. till award of work shall be treated as integral part of the contract.
32. The term of agreement/contract under this BID process will be for 03 years and can be further extended up to 03 years on satisfactory performance & mutual consent of both parties, at the rates, terms & conditions prevailing at the time of extension, if desired so by the North DMC.
33. After opening of financial bids, the validity of bids would be 180 days from the date of opening of financial bid, within which a decision is to be taken on financial bids. If there is negotiation involved then the validity of rates will be 180 days from the date of last negotiation.

34. It is clarified that the North DMC shall be free to reject any bid or a part of it (including the highest one) without assigning reasons for it.
35. No Bid received after the stipulated date & time shall be considered.
36. If any bidder chooses to send the bid by post and it does not reach in time, the NORTH DMC shall not be responsible for it.
37. The Bid form(s) and annexure(s) to it must be filled in by ink/typed and they must be legible.
38. If some of the document/annexure(s) is/are missing, the NORTH DMC has the right to reject the BID terming it as INVALID BID.
39. The Earnest Money of the bidder(s) will be returned without interest, whenever it is due for return except in case of forfeiting.
40. No additional condition(s) from the bidder would be accepted.
41. North DMC would treat all information submitted as part of the proposal in confidence and would not divulge any such information unless ordered to do so by any Govt. authority that has the power under law to require its disclosure.

General Information & Instructions to the bidders

42. The intending bidders are advised to study the document carefully and acquaint themselves with the conditions on site before quoting.
43. The applicant should sign each page of the tender.
44. Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialing, dating and rewriting. Pages of the Technical Bid document should be numbered and indexed. Additional sheets, if any added by the bidders should also to be numbered by them. They should be submitted as a package with signed letter of transmittal.
45. Any information furnished by the applicant found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering / taking up work in North DMC. If such applicant happens to be enlisted successful bidder of any class in NORTH DMC, his name shall also be removed from the approved list of successful bidders.
46. Use of correcting fluid, anywhere in tender document is not permitted. Such tender is liable for rejection.

47. The Successful bidder shall give a list of North DMC employees related to him, if any.
48. All rates shall be quoted as per Schedule C (online only). Special care should be taken to write the unit rates in figures as well as in words and the respective amount in figures only, in such a way that interpolation is not possible. The total bid amount should be written both in figures and in words.
49. On acceptance of the tender, the name of the accredited representative(s) of the Successful bidder who would be responsible for taking instructions from the Competent Authority, North DMC shall be communicated in writing to the Deputy Director (Horticulture)/HQ, North DMC.
50. In this case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected.
51. The selected Bidder shall deposit an amount equivalent to 03 months approved rates as security deposit within 07 (seven) days from the date of issuance of LOA by the North DMC. The payment of such security deposit against 03 month's approved rates shall be in the form of a Bank Demand Draft / Pay Order, issued by a Nationalized Scheduled Bank, in favour of "Commissioner, North Delhi Municipal Corporation" payable at New Delhi or through RTGS/NEFT. No interest shall be payable on Security Deposit.
52. The Earnest Money of successful bidder shall be adjusted in Security Deposit. Therefore, the successful bidder shall have to deposit difference of 03 months approved rates as Bid Security after adjusting earnest money already deposited by him.
53. The approved bidder shall deposit approved monthly rate by 10th day of each month.
54. The payment of approved monthly rate shall be in the form of a Bank Demand Draft / Pay Order, issued by a Nationalized Scheduled Bank, in favour of "Commissioner, North Delhi Municipal Corporation" payable at New Delhi or through RTGS/NEFT.
55. In case of any delay in depositing the approved monthly rate, interest @ 10% per annum (computed on per day basis) shall be payable by the Approved bidder.
56. In case of surrender of the contract, the approved bidder shall have to give at least 90 days prior notice, but not before the lapse of 06 months of start of the contract, so as to enable North DMC to examine the notice and to take decision and to make alternative arrangement to safeguard the municipal interest. In case of surrender of the site / contract, the amount deposited towards security deposit shall not be adjusted against the approved monthly rates for the remaining months and shall be forfeited or

refunded, as the case may be, after the determination of the contract. Forfeiture of Security Deposit (in case of surrenders) will be done only under exceptional circumstances i.e. only when some malpractice is noticed or the intention of the approved bidder is found adverse and the decision of the Competent Authority, North DMC in this regard, shall be final and binding upon all.

57. The approved bidder, who has surrendered a site / contract, shall not be eligible to participate in the future tender process of the same site again at least for next five consecutive years. To this effect an undertaking shall be given by the approved bidder, at the time of surrender.
58. The Approved bidder shall have to submit Indemnity Bond to North Delhi Municipal Corporation after execution of Contract Agreement and before handing over / taking over of site.

Additional conditions for Consortium

59. A combination of a maximum of three (3) members who are any individual/NGO/firm/company/society/charitable trust, including one Lead Member shall hereinafter be referred as "Consortium". The partnership firm must be registered under the Indian Partnership Act, 1933.
60. No bidder applying individually or as a member of a Consortium can be member of another Consortium. The term Bidder used herein would apply to any individual/NGO/firm/company/society/charitable trust or a Consortium.
61. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Annexure 04.
62. A Consortium shall need to comply with the following additional requirements:
 - a) Number of members in a consortium.
 - b) subject to the provisions of sub-clause (a) above, the Proposal should contain the information required for each member of the Consortium;
 - c) members of the Consortium shall nominate one member as the lead member (the "Lead Member"), of the Consortium. The nomination(s) shall be supported by a Power of Attorney, as per the format at Annexure 04, signed by all the other members of the Consortium;
 - d) the Proposal should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and other obligations;
 - e) Any individual/NGO/firm/company/society/charitable trust bidding for the subject proposal cannot be member of a Consortium. Further, a member of a Consortium cannot be member of any other Consortium;
 - f) The members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix 05 (the "Joint Bidding Agreement") for the purpose of making the Proposal. The Joint Bidding Agreement, to be submitted along with the Proposal, shall, inter alia:
 - i.) convey the intent to authorize a Lead Member by the consortium members amongst them, which would enter into the Agreement and subsequently perform all the obligations of the successful

- bidders in terms of the bid document/ Agreement, in case the subject Project is awarded to the Consortium;
- ii.) clearly outline the proposed roles and responsibilities, if any, of each member;
 - iii.) commit the minimum equity stake to be held by each member;
 - iv.) include a statement to the effect that all members of the Consortium shall, till be liable jointly and severally for all obligations of the successful bidder in relation to the Project until the completion of the Project accordance with the bid document and Agreement; and
- g) Except as provided under this bid Document, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of North DMC.
63. Any entity which has been barred by the Central / State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on Proposal Due Date, would not be eligible to submit the Proposal, either individually or as member of a Consortium.
64. A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, by any public entity nor have had any contract terminated, nor has been expelled from any project or contract, nor has been debarred from bidding/black listed by any public entity for breach by such Bidder, Consortium Member or Associate,.
65. In computing the Technical Capacity and Financial Capacity of the Bidder/ Consortium Members in terms of the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.
- For purposes of this bid Document, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.
66. Any change in the composition of a Consortium shall not be permitted during the bidding process.
67. No Bidder shall submit more than one Proposal for the Project. Any entity, which submits or participates in more than one Proposal will be disqualified and will also cause the disqualification of Consortium in which it is a member.
68. Provided that in case of a Consortium, only one Consortium Member would be allowed to show its experience under each of the eligibility criteria mentioned in bid document. For example, if there are two partners in a

consortium, only one of them can put forth its experience under Technical Capacity criteria. Similarly only one of the two would be allowed to put forth its experience under Financial Capacity criteria. Provided that each Consortium Member showing its Capacity under different eligibility criteria as required under this bid document shall be required to fulfill requisite conditions as specified under various sections of this document.

69. For in the purpose of enquiry and understanding of the proposal, following officers may be contacted:

Name & Designation of the Officer	Office Address	Contact Detail
Sh. S.C. Arya, Executive Engineer (Project),	Room No. 300, 3 rd Floor, Old Hindu College Building, Kashmere Gate, Delhi- 110006.	Mob. No. 9717788475, Landline No. 011 46170235
Sh. V. Sathish Kumar, Dy. Director Horticulture (HQ),	16 th Floor, S.P.M. Civic Centre, New Delhi- 110002.	Mob. No. 9717787517. Landline No. 011 23226604.

CHAPTER III

Schedules/Annexure

(To be kept in the Envelop of Technical Bid & should be signed on each page)

Schedule-A 'Technical bid Form'

To,

**Deputy Director (Horticulture) HQ,
16th Floor,E-Block, S.P.M. Civic Centre,
New Delhi-110 002**

**Subject: Submission of bid for Providing Operation & Maintenance and
Event Management Services for Charti Lal Goel Heritage Park,
Delhi.**

Dear Sir

With reference to your NIT No. N.I.T.No./DDH/HQ/NIT/2022/01 dated 20.04.2022, after examining the Site, Scope of Work (SOW), details of installations etc. on Charti Lal Goel Heritage Park, Delhi and having visited/ examined the said site and also having acquired the requisite information about the said site, I/We hereby offer to undertake the job specified in the Terms & Conditions of the BID with its annexure (s) for the duration of three years at the rates quoted in the Financial bid (to be deposited by me on monthly basis).

Further, with reference to your Bid Document dated _____,

1. I/ We, having examined the Bid Document and understood its contents, hereby submit my/our Proposal for the aforesaid project. The Proposal is unconditional and unqualified.
2. I/ We acknowledge that North DMC will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection for "Providing Operation & Maintenance and Event Management Services for Charti Lal Goel Heritage Park, Delhi", and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
3. I/ We shall make available to North DMC any additional information it may find necessary or require to supplement or authenticate the Proposal.
4. I/ We acknowledge the right of North DMC to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we/ any of the Consortium Members or our/their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/ We declare that:

- a) I/ We have examined and have no reservations to the Bid Document, including any Addendum issued by North DMC; and
 - b) I/ We do not have any conflict of interest in accordance with the provisions of Bid Document; and
 - c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with North DMC or any other public sector enterprise or any government, Central or State; and
 - d) I/ We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to submit Price Proposal for the Project, without incurring any liability to the Bidders.
 8. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Proposal for the Project.
 9. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 10. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 11. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
 12. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate North DMC of the same immediately.
 13. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the Bid Document, I/We shall inform North DMC forthwith along with all relevant particulars and North DMC may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Agreement but prior to completion of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without North DMC being liable to us in any manner whatsoever.
 14. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by North DMC in connection with the selection of the Bidder,

- or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
15. In the event of my/ our being declared as the Successful Bidder, I/we agree to enter into an Agreement and agree to abide by the same.
 16. I/ We have studied the Bid Document carefully and also surveyed the project site. We understand that we shall have no claim, right or title arising out of any documents or information provided to us by North DMC or in respect of any matter arising out of or relating to the Bidding Process.
 17. I/ We agree and understand that the Proposal is subject to the provisions of the Bid Document. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Proposal is not opened or rejected.
 18. I/ We agree and undertake to abide by all the terms and conditions of the Bid Document.
 19. *{We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Agreement till occurrence of completion date in accordance with the Agreement.} \$*
 20. I/ We shall keep this offer valid for 180 (One Hundred Eighty) days from the Proposal Due Date or date of negotiation as specified in the Bid Document.
 21. The Cost of the Bid Document (Rs.1,000/-) has been deposited online by me vide receipt No._____ dated _____ with the North DMC. Photocopy of the receipt is enclosed.
 22. Amount of Earnest money is being deposited online for Rs._____ /- (in words rupees _____ only) in favour of the Commissioner, NORTH DMC. Photocopy of the receipt is enclosed.
 23. The Contract Period commences from latest by 10th day from the date of issue of letter of acceptance (letter of award) by the North DMC for transfer of assets and inventories. Thereafter the work shall be deemed to be started from the date of final handover/takeover of assets and inventories or from 30th day from the date of issue of letter of acceptance whichever is earlier and period of contract would be three years from that day.
 24. I/We agree to abide by the process to be evolved by the North DMC for evaluating the technical and financial bids.
 25. Should this BID be accepted, I/We hereby agree to abide by Terms and Conditions (Schedule-B) along with its annexure(s) attached hereto duly signed by me/us. I/we am/are not putting any additional condition from my/our side.
 26. All the schedules and documents necessary in this connection are enclosed hereto. All the documents/ photocopies of the documents have been self-attested by me/us and the North DMC is free to prosecute me/us in a competent court of law if any of the documents/photocopies of the documents is/are found to be false or forged.
 27. Other necessary details about us are given in the Technical Bid form (Schedule-A) enclosed herewith.
 28. List of the documents being submitted by me/us in support of my/our technical bid is as under:-

SN.	Particulars of the Document(s) enclosed
1	Schedule-A 'Technical BID document' duly filled in signed on each page
2	Schedule-B 'Terms and Conditions of the BID' duly & signed on each page

\$ Omit if the Bidder is not a Consortium

3	Annexure-01 'Proposed Methodology' duly filled and signed on each page
4	Annexure-02 'Self Appraisal or Self Competency Statement by the bidder' duly signed on each page
5	Annexure-03 'Anti collusion certificate duly signed by bidder'
6	Anexure-04 'Format for Power of Attorney for Lead Member of Consortium'
7	Anexure-05 'Format for Joint Bidding Agreement'
8	A self attested copy of the constitution & registration of the Agency.
9	Form A "Financial Information"
10	Form B "Form of Bankers' Certificate From A Scheduled Bank"
11	Form C "Details of all similar works (Completed Work)"
12	Form D "Details of all similar works (Under Execution/Awarded Work)"
13	Form E "Performance Reports of Work"
14	Other Documents, which bidder has annexed in its bid's support.
	a
	b
	c
	d
	Signature of the bidder
	Name of Signatory
	Status/Post of the Signatory
	Name of the Company/Agency

Schedule-B

Terms and Conditions of the BID' duly signed on each page

Annexure-01 “Proposed Methodology To Be Submitted By The Bidder”

BID FOR Providing Operation & Maintenance and Event Management Services for Charti Lal Goel Heritage Park, Delhi

Ref:- NIT No **DDH/HQ/NIT/2022/01** dated **20.04.2022**

After examining the Site, Scope of Work (SOW), details of installations etc. on Charti Lal Goel Heritage Park, Delhi and having visited/ examined the said site and also having acquired the requisite information about the said site, I/We _____ (name of the Agency) hereby submit the proposed action plan for execution of day-to-day scheduled operation and maintenance and Event Management Services according to terms and conditions of this BID:-

A. Event Organizing and Management

S. No.	Activities	Proposed Action Plan by the Bidder

B. Facility Management Services

S. No.	Officer/ Executive/ Staff Particulars (Post Details)	Minimum Qualifications	Job Chart	Whom will the officer be reporting

Note: Deployment plan should be supported by complete break up details.

Separate/ multiple sheets may be used.

Signature of the Authorized Person

Agency _____

Note:- Extra paper sheets may be added by the bidder for preparing the detailed action plan.

Signature of the Authorised Person

Agency _____

Annexure-02

BID FOR Providing Operation & Maintenance and Event Management Services for
Charti Lal Goel Heritage Park, Delhi

Ref: N.I.T.No./DDH/HQ/NIT/2022/01 dated 20.04.2022

Self Appraisal or Self Competency Statement by the bidder

Signature of the Authorized Person

Agency _____

Annexure-03

(on the Letter Head of Bidder/ Each Consortium Member)

Re: Providing Operation & Maintenance and Event Management Services for
Charti Lal Goel Heritage Park, Delhi

ANTI-COLLUSION CERTIFICATE

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

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

Dated thisDay of, 20.....

..... Name of the Bidder

..... Signature of the Authorised Person

..... Name of the Authorised Person

Note:

To be executed by all the Members in case of Consortium.

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

Annexure-04

(Format for Power of Attorney for Lead Member of Consortium)

Whereas the North Delhi Municipal Corporation ("North DMC") has invited proposals from interested parties for "Providing Operation & Maintenance and Event Management Services for Charti Lal Goel Heritage Park, Delhi".

Whereas,,,and (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Bid document in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's proposal for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We,having our registered office at,
M/s. having our registered office at,
M/s. having our registered office at,
and M/s. having our registered office at,
(hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s. having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the work, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the Consortium and submission of its proposal for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the proposal of the Consortium and generally to represent the Consortium in all its dealings with North DMC, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's proposal for the Project and/ or upon award thereof till the Agreement is entered into with North DMC and hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of

Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

Witnesses:

1.

2.

.....
(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

Annexure-05

(Format for Joint Bidding Agreement)

Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day
of, 20.....

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}^{\$}

The above mentioned parties of the FIRST, SECOND, {and THIRD} PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS

- A. North Delhi Municipal Corporation, established under the Act of Parliament, 1958, represented by its Commissioner North DMC and having its principal offices at SPM Civic Centre, JLN Marg Delhi 110002 (hereinafter referred to as the “North DMC” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (the “Proposals”) by its Request for Proposal Document dated(the

^{\$} The number of Parties will be shown here, as applicable, subject however to a maximum of 3 (three).

“RFP”) for ‘Providing Operation & Maintenance and Event Management Services for Charti Lal Goel Heritage Park, Delhi’ through a bidder.

- B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP Document and other bid documents in respect of the Project, and
- C. It is a necessary condition under the RFP Document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish thereof with the Proposal.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP Document.

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Successful Bidder and awarded the Project, it shall enter into an Agreement with North DMC through its Lead Member for performing all its obligations as per the bid document of the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and execution phase;
- b) Party of the Second Part shall be {the Financial Member/ Technical Member/ Other Member of the Consortium;}

- (c) Party of the Third Part shall be the Financial Member/ Technical Member/ Other Member of the Consortium; and;

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the bid Document, till completion of the project as per Agreement with North DMC.

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, Lease, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

- c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the completion of the Project is achieved under and in accordance with the Agreement with North DMC, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by North DMC to the Bidder, as the case may be.

8. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of North DMC.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of
LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND
DELIVERED

For and on behalf of
SECOND PART by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART by:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

- 1.
- 2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Schedule-C

Financial Bid Form for Online Bid submission

Providing Operation & Maintenance and Event Management Services for Charti Lal
Goel Heritage Park, Delhi

Ref: - NIT N.I.T.No./DDH/HQ/NIT/2022/01 dated 20.04.2022

S. No.	Description	Composite Monthly Charges (in INR) To be quoted by the bidder online on e-tender portal
1.	<p>Amount to be shared by the bidder with the North DMC against the collections received by the bidder by virtue of defined sources of revenue after adjusting the expenditures on Operation & Maintenance and Management of the Charti Lal Goel Heritage Park as detailed in the bid document.</p> <p>All Govt. taxes/duties/levies shall be borne and paid to Government by bidder. North DMC shall not bear any liability on this account.</p> <p>(The quoted amount is to be paid by the bidder to North DMC on monthly basis)</p>	

Signature of the Authorized Signatory
Name & Desig. of the Signatory

CHAPTER IV

CONDITIONS OF CONTRACT

Single Point Responsibility:

1. As single point responsibility, the O&M Agency shall employ modern systems and services, integrating all functions necessary to support the daily operations.

The Concept of single point responsibility shall also cover:

- (a) Maintenance of Charti Lal Goel Heritage Park including toilet complex to keep good appearance, hygiene of the properties and provide specialist maintenance of the same.
- (b) Waste Management: The O&M Agency is suggested to follow the local regulation for Waste Management including the Environmental guidelines of the local authorities or the International Standard Practices.
- (c) Liaison with all the statutory and public bodies such as Electricity / Water Service Providers, Fire Prevention Authorities, Electrical Inspectorate, DPCC, DCP(Licensing) etc, keeping all the NOCs and necessary permits duly validated at all times and initiating prompt action for renewal of the same. The fee/charges for renewal of all the licenses shall be the responsibility of the bidder.
- (d) Janitorial Services.

Consumables:

2. All the consumables for House Keeping and Facility Management Services are to be managed by the Successful Bidder as an integral part of this Bid at his own cost.

Penalty on Defaults:

3. Any type of delay in performance or non-performance of any service/deployment (as submitted by the bidder in its technical bid), Organizing Events etc. enlisted in terms and conditions of this BID and/or annexure(s) to it will be termed as default on the part of the agency/Successful Bidder. On each of such default, penalty @Rs. 10,000/- per fault shall be applicable. The penalty will be imposed after giving notice to the agency and consideration of reply submitted by the agency, if any. The decision of North DMC for this purpose shall be final and binding.

The penalty may be doubled by the DIRECTOR (HORTICULTURE) on repetition of the default by Approved bidder.

Insurance

4. The successful bidder shall take out and maintain and shall cause any sub contractor to take out and maintain, at their own cost insurance against the risks and for the coverage as specified below;
 - i) Third party motor vehicle liability insurance as required under applicable Motor Vehicle Act for motor vehicles operated by the personnel of bidder or their sub consultant for the services being provided under this contract.
 - ii) Professional liability insurance with a minimum coverage equal to the contract price for one year and reimbursable.
 - iii) Insurance against loss of or to damage to equipment / appurtenances / fitting fixtures tabulated in this tender document.
 - iv) North DMC's liability and worker's compensation insurance in respect of the personnel of the successful bidder and any of the sub contractors in accordance with the relevant provisions of the applicable law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate.
 - v) Third party liability insurance for the period of contract for Rs. 0.5 lakh for any one incident, with no. of incidents unlimited.

Force Majeure:

5. Delay in performance or non-performance of any obligation contained herein, shall be excused to the extent such failure or non-performance is caused by force Majeure.
6. For purposes of this bid and agreement to be signed in pursuant to this bid process, "force majeure" shall mean any cause or agency preventing performance of an obligation under this bid or Agreement under this bid, which is beyond the reasonable control of either party hereto, and which by the exercise of due diligence, could not have been avoided or overcome, including fire, flood, sabotage, shipwreck, embargo, explosion, terrorist attack, labour trouble, accident, riot, acts of governmental authority (including acts based on laws or regulations now in existence as well as those enacted in the future), acts of God. It is expressly agreed that Successful Bidders ability to provide Services to a third party at a more advantageous price or Successful Bidder's economic hardship shall not constitute a force majeure event.

Statutory Obligations:

7. The Agency shall comply with all labour legislations etc. applicable to its employees including but not limited to payment of minimum wages, ESI, PF, Payment of bonus, Workmen's compensation and terminal benefits as may be payable or become payable under any applicable laws. North DMC shall not, in anyway be responsible in this regard either in part or in full. The Agency shall also pay to its employees nothing less than the minimum wages as may be notified by the appropriate Government authority from time to time.

8. If competent authority increases/decreases the minimum wages during the period of this BID being in force, the agency will pay revised minimum wages to its workers/employees from the date on which such revision comes into force. Payment of enhanced wages will be sole responsibility of the O&M/Event management agency and North DMC will not bear any expense on this account.
9. The Agency shall issue letters of appointment indicating period of contract and nature of engagement to its employees. It shall also maintain full and complete attendance records and all other registers under various labour laws in force and applicable. Any key employee of the agency posted at site should be substituted, if required, with prior intimation to North DMC and with suitable substitute only up to satisfaction of North DMC.
10. The Successful Bidder shall furnish to the North DMC proof of payment/ payment undertaking of wages, PF, and ESI contributions in respect of its employees deployed to discharge its obligations under this Agreement along with relevant returns and proof of having filed relevant individual forms for employees deputed for the Services.
11. If it appears to the North DMC that the Successful Bidder has not made payment in respect of wages, PF, or ESI contributions, the North DMC shall have the right to impose a penalty of Rs. 10000/- per incidence upon the Successful Bidder for such a default. The Director, Horticulture, North DMC would be competent to impose such penalty.
12. The Successful Bidder shall be responsible for implementation of provisions of all statutory requirements relating to license under the Contract Labour (Regulation and Abolition) Act 1970 and up to date amended, The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Provident Fund & Miscellaneous Provisions Act, 1952, ESI Act, 1948, Employer's Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947, Maternity Benefit Act, 1961 and Contract Labour (Regulations and Abolition Act), 1970 or any modifications thereof or any other laws relating thereto and rules made there under from time to time and shall also comply with all the requirements under said Act and the rules framed there under.
13. Ignorance of law would not be an excuse for non-compliance.
14. The Successful Bidder shall allow the North DMC's officials to verify its books so far as they relate to compliance with the enactments and provide on demand by the North DMC, such documentary proofs as may be required by the North DMC. It shall be the responsibility of the Successful Bidder to pay its employees for their services, at all times and comply with the requirements related to Income tax and other statutory laws, if any, as applicable.

15. Wages to the Successful Bidder's personnel are to be paid by the Successful Bidder by 7th day of the succeeding month.
16. If non-compliance of labour laws in force, is found on behalf of the Successful Bidder, the contract may be terminated without prior information and without any liability or compensation to the Successful Bidder. In such case, the North DMC would be free to get the services from another source.
17. The Successful Bidder will have to ensure that no worker/employee deputed on the Services under this BID is below the age of 18 years. If any worker/employee is found to be below the age of 18 years, the Successful Bidder will be held responsible for it.
18. The North DMC will not be responsible for any accident with any personnel of the Successful Bidder while on work. The Successful Bidder itself would be responsible for such accident. The Successful Bidder is advised to have its personnel insured under suitable Insurance Schemes, on its own cost.
19. It is clarified that Successful Bidders personnel engaged for the Services under this bid will be employees of the Successful Bidder, and there will be no relation between the Successful Bidder's personnel and the North DMC.
20. It will be the responsibility of the successful bidder to submit the details of personnel engaged for the Services under this bid to the police authorities for verification of their antecedents. The agency shall indemnify North DMC to that effect in all respect.
21. Any type of statutory taxes applicable on services under this bid process (either in force at present or may be applicable in future by a competent order/notification) will be borne by the Agency and the North DMC would make no payment on account of it.

Other Important Terms & Conditions

22. The Successful Bidder will get Photo Identity Card-cum-Entry pass issued to the its personnel to be deputed for discharging Facility Management Services as well as Event management services and no personnel would be allowed to work without such valid Photo Identity Card.
23. The personnel of the Successful Bidder to be deputed for the Services under this bid will be provided uniform with nameplates by the Successful Bidder itself. All the personnel would be putting on uniform with name plates while on duty. The uniform shall be got approved from North DMC.
24. The Successful Bidder would be responsible for the character & conduct of its personnel. Persons with doubtful character, or with a criminal record, or with

a history of conviction by competent court of law, will not be deputed for the work under this bid.

25. The North DMC may depute its officers/staff for supervising and monitoring the O&M activities, who may verify the periodical performance reports submitted by the agency.
26. All necessary office equipment likes computers, telephone, fax, Xerox, Internet, Ticketing Machine etc. will be managed by the agency itself on its own cost.
27. Any change in the constitution of the company will be notified by the O&M/Event management Agency in writing to the North DMC and such changes shall not discharge former office bearer/member(s) of the agency from any liability under the agreement. No new partner(s)/member(s) will be accepted in the agency in respect of the agreement unless he/she/they agree to abide by all its terms and conditions and submit an agreement to this effect in writing to the North DMC.
28. The area under scope of work mentioned above will be handed over to the agency immediately after issuance of work order. The successful bidder has to ensure the snag-free takeover so as no liability what so ever on this account is passed to department at any stage. Before taking over the site for rendering services, the agency has to necessarily submit Standard Operating Procedure (SOP) for all equipments if desired by North DMC.
29. Any other applicable statutory condition(s) /rule/regulation would also be applicable. In case it is felt by the North DMC or his authorized representative that any workman or supervisor of the agency is not suitable for carrying out the job or for supervision, then the workmen or the supervisor is to be replaced immediately by the agency on receiving official communication from North DMC.
30. The agency shall hand over the site, equipment/installations in perfect working order to the North DMC or the incoming contractor/agency appointed by North DMC at the expiry of this contract period or extended period. The cost of any component/equipment found missing at that time shall be recovered from the agency who is handing over the equipment/site or the outgoing agency will have to bring it to its original position at its own risk and cost.

Termination of the Agreement:

31. In the event the North DMC finds the Successful Bidder's services to be unsatisfactory, the North DMC shall have the right to immediately terminate the agreement under this bid process, without any liability or compensation to the Successful Bidder.

32. In case of notice for termination of services during the contract period for any reason, whatsoever, is served upon Successful Bidder, then the Successful Bidder will have to continue with providing services on existing terms and condition till the new agency is appointed or alternative arrangement is made by North DMC.
33. North DMC, without mentioning any reason may terminate the agreement at any point of time by giving one months notice. Upon termination of the agreement for any reason whatsoever, the agency shall immediately remove its materials, equipments, implements and all its personnel.

Dispute/Litigation/Jurisdiction:

34. The courts at Delhi shall have the exclusive jurisdiction over all matters arising out of this bid process or out of Agreement in pursuant to it.

Capital Replacements:

35. During the contract, there may be a chance that certain installations would complete their useful life and maintenance of the same would not be possible any further. The onus of proving the same shall be on the successful bidder only.

Signature and Seal of Bidder

FORM 'A'

FINANCIAL INFORMATION

1. Financial Analysis – Details to be furnished duly supported by figure in balance sheet/profit and loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department.

Years				
2016-17	2017-18	2018-19	2019-20	2020-21

- i) Gross Annual Turnover on similar works.
ii) Profit/Loss.
iii) Net Worth (Positive / Negative)

Signature of Chartered Accountant with Seal

Signature of Bidder(s)

Form 'B'

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s./Sh. _____ having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of Rs. _____ (Rupees _____).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)
For the Bank

- NOTE (1) Bankers certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.
- (2) In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

FORM-C

**DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE
LAST SEVEN YEARS ENDING PREVIOUS DAY OF THE LAST DATE OF
SUBMISSION OF TENDERS**

S. NO.	Name of work/ project and location	Owner or Sponsoring organizatio n	Cost of work in crores of Rs.	Date of commenc ement as per contract	Stipulated date of completion	Actual date of completion	Litigation / Arbitration cases pending & progress in detail*	Name and Address/ Telephone No. of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

* Indicate gross amount claimed and amount awarded by the arbitrator.
Certified that the above list of work is complete and no work has been left out and
that the information given is correct to my knowledge and belief.

The completion certificate issued by the client as documentary proof should
accompany this information.

Signature & Seal:
Company Address.
Date.

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 Rs.	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 No. 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 REPORTS OF WORK REFERRED TO IN FORM C & D

1. Name of the Agency
2. Name of work/project and location
3. Agreement No.
4. Estimated Cost
5. Tendered Amount
6. Gross Value of work done till date
7. Date of Start
8. Date of completion and present progress (%)
 - i Stipulated date of completion
 - ii Actual / Anticipated date of completion.
 - iii Present Progress (For ongoing works)
Financial / Physical
9. Performance Report

(i) Quality of work	Very Good/Good/Fair/Poor
(ii) Financial Soundness	Very Good/Good/Fair/Poor
(iii) Technical Proficiency	Very Good/Good/Fair/Poor
(iv) Resourcefulness	Very Good/Good/Fair/Poor
(v) General Behavior	Very Good/Good/Fair/Poor
10. Whether the agency has gone for Litigation/Arbitration against the client.
11. Whether the client has gone for Litigation/Arbitration against the agency.

**Superintending Engineer/
Chief Project Manager or equivalent**