



MUNICIPAL CORPORATION OF DELHI
OFFICE OF THE EXECUTIVE ENGINEER(EMS)/WZ
ZONAL BUILDING, Green Park
NEW DELHI-110016
(Email ID: -eeems.southzone@gmail.com)

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आज़ादी का
अमृत महोत्सव

No. - /EE (EMS)SZ/2023-24/D- 266

Dated 10/08/23

Subject: - Request for Uploading of NIT on MCD Website.

Please find enclosed herewith a Tender Document issued vide NIT No. EE(EMS)/SZ/MCD/2023-24/03 Dated 10.08.2023 (due on 24.08.2023) for the work of "Regarding Monitoring of civic amenities through artificial intelligence in three wards namely: Preet Vihar, East Patel Nagar and Kotla Mubarakpur in the total stretch of 150 km road length per day in MCD Jurisdiction" in soft copy.

It is requested that the Tender Document may kindly be uploaded on the MCD website under the tenders section as well as in the News/ Flash mode with the " Regarding Monitoring of civic amenities through artificial intelligence in three wards under MCD Jurisdiction namely: Preet Vihar, East Patel Nagar and Kotla Mubarakpur in the total stretch of 150 km road length per day in MCD Jurisdiction". This tender should be live on the MCD website under the tenders section as well as in the News/ Flashmode till 24.08.2023 up to 03:00 PM.

Thank you,

Executive Engineer (EMS)
/South Zone

A.O.(IT)/MCD
Civic Centre, Minto Road
New Delhi – 110002



TENDER DOCUMENT

NAME OF WORK:-

Monitoring of civic amenities through Artificial Intelligence in three wards namely: Preet Vihar, East Patel Nagar and Kotla Mubarakpur in the total stretch of 150 km road length per day in MCD Jurisdiction.



MUNICIPAL CORPORATION OF DELHI
EE (EMS) South Zone

DISCLAIMER

The information contained in this tender document or subsequently provided to Bidder(s) or Applicant's whether verbally or in documentary form by or on behalf of MUNICIPAL CORPORATION OF DELHI (MCD) or any of their employees or advisors, is provided to the Bidders on the terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided.

This tender document is not an agreement and is not an offer or invitation by the MCD to any parties other than the Applicants who are qualified to submit the proposal/Bidder(s). The purpose of this document is to provide the Bidders with information to assist the formulation of their proposals. This document does not purport to contain all the information each bidder may require. This document may not be appropriate for all persons, and it is not possible for MCD, their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this document and where necessary obtain independent advice from appropriate sources. The MCD, their employees and advisors make no representation or warranty and shall incur no liability under any Law, statute, rules or resolutions as to the accuracy reliability or completeness of the tender/TENDER DOCUMENT.

The MCD may in their absolute discretion but without being under any obligation to do so, update amend or supplement the information in this document.



Executive Engineer (EMS) South Zone
Municipal Corporation of Delhi

NOTE: This Tender Document is Non-Transferable.

NOTICE INVITING TENDER (NIT)

No.

Dated:-

1.0 GENERAL

1.1 Name of Work:

Municipal Corporation of Delhi(MCD) invites Open Tenders/ Bid from eligible Bidders/reputed Bidders/firms/companies/agency/consultants who fulfill qualification criteria as stipulated in clause 1.3 of NIT, for the work of **"Monitoring of civic amenities through Artificial Intelligence in three wards namely: Preet Vihar, East Patel Nagar and Kotla Mubarakpur in the total stretch of 150 km road length per day in MCD Jurisdiction"** on Item Rate basis in two bids/packet system for regular monitoring of civic services like sanitation/ waste collection/ infrastructure monitoring/ road repair/ potholes/ light poles/ encroachment etc. under jurisdiction of MCD.

1.2 Key details:-

Approximate Cost of Work	Rs. 15,60,000
Earnest Money	Rs. 31,200/- (Rupees Thirty One Thousand Two Hundred Only) Demand Draft/ Pay order in favour of "Commissioner, Municipal Corporation of Delhi" payable at New Delhi.
Tender Document on Manual Sale &Downloading from MCD Website.	From 10/08/2023 to 24/08/2023 (Between 10:00 AM to 5:00 PM on all working days from 10/08/2023 to 23/08/2023) On 24/08/2023 from 10:00AM to 2:00 PM
Cost of Tender Document	Rs. 590/- (Non-refundable) in the form of Demand Draft/ Pay order in favour of "Commissioner, Municipal Corporation of Delhi" payable at New Delhi.
Last Date & Time for Receipt of bid/tender (Manual Tender Submission)	24/08/2023 at 03:00 PM Office of the Executive Engineer (EMS) South Zone, MCD, Zonal Building, Sri Aurobindo Marg, Block A, Green Park Extension, Green Park, New Delhi, Delhi 110016
Date & Time of opening of technical bid/tender (Manual Tender Opening)	24/08/2023 at 03:30 PM Office of the Executive Engineer (EMS) South Zone, MCD, Zonal Building, Sri Aurobindo Marg, Block A, Green Park Extension, Green Park, New Delhi, Delhi 110016
Address for Communication	Executive Engineer (EMS) South Zone, MCD, Zonal Building, Sri Aurobindo Marg, Block A, Green Park Extension, Green Park, New Delhi, Delhi 110016 Ph. No.- 09717788520 E-mailid: eeemssouthzone@gmail.com , chiefengineercentral@gmail.com

1.3 QUALIFICATION CRITERIA:

1.3.1 Eligible Applicants:

1. The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company/Private Limited Company (Registered under the Companies Act, 1956)/Proprietorship/Partnership firm/Agency/Consultants. **Bidder in the form of Joint Venture/Consortium, is not permitted.** A proof for supporting the legal validity of the Bidder shall be required to be submitted along with technical bid.
2. Tenderer must not have been blacklisted or deregistered by any Central /State Government Department or Central/State Public Sector Undertaking. Also, no work of the tenderer must have been rescinded by client after award of contract during the last 5(Five) years. The tenderer/bidder should submit an undertaking in their letter-head to this effect along with technical bid.
3. The Applicant/Bidder should submit the relevant documents such as PAN/GST/TIN registration details.

1.3.2 Minimum Eligibility Criteria:

A). WORK EXPERIENCE

The bidder/Tenderer shall have experience of successfully completed during the last 4 (Four) years ending in the month of July 2023 (i.e.31.07.2023)

- (i) **Three similar works*** costing not less than **Rs. 6,24,000 (40% of *Estimated Cost)OR**
- (ii) **Two similar works*** costing not less than **Rs. 9,36,000 (60% of *Estimated Cost)OR**
- (iii) **One similar work*** costing not less than **Rs. 12,48,000 (80% of *Estimated Cost)**

***Estimated Cost of the pilot project is 15.6 Lakhs and coverage of distance is 7800 kms in three wards**

****Similar works** means the work related to "monitoring of civic services in any municipality/ corporation/ smart city / local body / development authority through the use of Artificial Intelligence Means".

B). Notes:

- (i) The value of the executed/ completed works shall be **updated up to 31/07/2023** assuming inflation at a simple rate of 7% per annum by enhancing the actual value of work (in Rs.) calculated from the date of actual completion to last day of the month previous to the one in which the tenders are invited.
- (ii) The tenderer shall submit details of work executed by them for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion, with any levy of compensation, time over run, performance/quality of works etc. preferably in the formats of CPWD Manual for such work should be submitted. **The offers submitted without this documentary proof shall not be evaluated.** In case the work is executed for private sector, copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S certificates for all payments received and copy of final/last bill paid by client shall be submitted.

- (iii) Value of successfully completed portion of any ongoing work up to **31/07/2023** will also be considered for qualification of work experience criteria.

C). FINANCIAL STANDING

- (i) **Annual Turnover:** The Average Annual Financial Turnover **from similar nature of work** should be not less than **Rs. 7,80,000** (50% of the Approx/Estimated cost) during last three financial years ending 31st March, 2023(A certificate on the letter head of the Chartered Accountant of the Bidder is required in this regard).
- (ii) **Solvency Certificate or Net worth Certificate:** The bidder should have Solvency of the amount equal to **Rs. 6,24,000(40%)** of the Estimated Cost put to tender (ECPT)
Or
Net worth Certificate of minimum **Rs. 1,56,000 (10%)** of the estimated cost put to tender issued by certified Chartered Accountant.

D). Relevant Guidelines

1. The successful Bidder will be chosen from the group of qualifying Bidders ("eligible Bidders for financial bid") achieving benchmark score after technical bid evaluation as per the criteria set out by the evaluation committee. **The Successful Bidder for the assignment will be the one whose financial bid is lowest amongst the qualifiers.**
2. If any information furnished by the applicant is found incorrect at a later stage, he shall be liable to be debarred from tendering/ taking up of work in MCD. The department reserves the right to verify the particulars furnished by the applicant independently. Conditional Tenders are liable to be rejected.
3. All information contained in this package should be treated as confidential and Bidders are required to limit dissemination on a need-to-know basis.
4. All the tenderer are hereby cautioned that tenders containing any material deviation or reservations or conditional tenders shall be considered as non-responsive and is liable to be rejected.
5. MCD reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the MCD for rejection of his proposal.
6. The validity of quoted rates shall be 150 days.

E). Manual Submission of Tender: The proposal shall contain the following :-

1. Technical Bid
2. Financial Bid

Envelope I shall contain **Technical Bid Documents** (One Original + One Copy) in one sealed envelope. The envelope shall be marked "Technical Bid only". The technical bid shall also accompany with downloaded tender document signed by the authorized representative of the bidder/tenderer. **The tenders not accompanied by Earnest Money in prescribed form shall be summarily rejected.**

Envelope II shall contain **Financial Bid** (One Original + One Copy) only in another sealed cover. The envelope shall be marked "Financial Bid only". This should be in the form of Section – VI of NIT (Price Schedule). No alteration shall be allowed.

The Tender Document duly filled along with technical bid and financial bid should be submitted in a sealed cover in the tender box in the "Office of the Executive Engineer (EMS) South Zone, MCD, Room No 38, Zonal Building, Sri Aurobindo Marg, Block A, Green Park Extension, Green Park, New Delhi, Delhi 110016" till 24/08/2023, upto 03:00 PM and technical bid will be opened on the same day at 03:30 PM. In case of downloaded document, tender cost shall also be submitted along with the bid.

C. JURISDICTION OF COURT: This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the Courts in Delhi.



Executive Engineer (EMS) South Zone
Municipal Corporation of Delhi

SECTION-II

INSTRUCTIONS TO BIDDER (ITB)

1. General

The Bidders are invited to submit a Technical and a Financial proposal for the work of **"Monitoring of civic amenities through Artificial Intelligence in three wards namely: Preet Vihar, East Patel Nagar and Kotla Mubarakpur in the total stretch of 150 km road length per day in MCD Jurisdiction"**.

These instructions set out the requirements for the preparation of proposal in a form acceptable to the Municipal Corporation of Delhi (hereinafter referred to as "MCD").

- 1.1 Throughout these bidding documents, the term "bid" and "tender" and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, etc.) are synonymous.
- 1.2 For the Bidding / Tender Document Purposes, 'Municipal Corporation of Delhi, shall be referred to as 'MCD' and the Bidder / Successful Bidder shall be referred to as 'Bidder' and / or Bidder or interchangeably.
- 1.3 Rates must be filled/quoted both in words and figures. In case of ambiguity between the two rates, those filled up in words shall be accepted.
- 1.4 The Bidder shall quote his rates keeping in mind the specifications, instructions to bidders, terms and conditions, additional and special conditions, site conditions etc. and nothing shall be payable extra, whatsoever, unless otherwise specified in the tender document.

2 CLARIFICATION ON TECHNICAL BID EVALUATION.

- 2.1 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 MCD 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 MCD shall not be considered. The MCD's request for clarification and the response shall be in writing.
- 2.2 If the bidder does not provide clarifications of his bid by the date and time set in the MCD's request for clarification, his bid may likely to be rejected as non- responsive.
- 2.3 MCD also reserves right to seek confirmation/clarification, on the supporting documents submitted by the bidder in his tender from the agencies who has issued the documents.

3. Evaluation of Proposal

The MCD shall follow two bid system where the technical bid and financial bid shall be evaluated separately. Proposals will be assessed in accordance with good professional practices. The specific evaluation criteria is given as under:-

A) Technical Bid

1.1	Financial Strength (last three years) (only for profit making organization) i. Average Annual Turnover (Rs. 7,80,000 minimum) - 32 Marks ii. Solvency Certificate (Rs. 6,24,000 minimum) or Net worth Certificate (Rs. 1,56,000) - 8 Marks 60% marks for minimum eligibility criteria & 100% marks for twice the minimum eligibility criteria or more. In between this on pro-rata basis).	40
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1.2	(i) Three similar works* costing not less than Rs. 6,24,000 (40%) OR (ii) Two similar works* costing not less than Rs. 9,36,000(60%) OR (iii) One similar work* costing not less than Rs. 12,48,000 (80%) 60% marks for minimum eligibility criteria & 100% marks for twice the minimum eligibility criteria or more. In between this on pro-rata basis).	30
1.3	Performance (Quality) in similar works (last seven years) i. Very Good/Excellent 30 ii. Good 20 iii. Fair/Satisfactory 15 iv. Poor 0	30
Total		100

- a. Financial submission of only those Bidders would be opened who has achieved at least fifty percent marks in each & sixty percent marks in aggregate or The Benchmark Score decided by the Evaluation Committee.
 - b. **The computation of the Technical Status of Bidder Assessment would be based on the details provided in Technical Bid.**
 - c. The evaluation on the Present Technical Proposal would be qualitative & to the best judgment & discretion of MCD evaluation committee. The marks so assigned by MCD or its Advisor(s) would be final and binding on the Bidder/tenderer.
 - d. The composite score under the Technical Proposal would be the arithmetic sum of the marks assigned to the bidder under each of the parameters listed above.
 - e. The successful Bidder will be chosen from the group of qualifying Bidders ("eligible Bidders for financial bid") achieving benchmark score after technical bid evaluation as per the criteria set out by the evaluation committee.
 - f. MCD shall notify/inform to Technically qualified bidders about the schedule of Financial Bid Opening.
- B) The final qualifying Bidder for the assignment will be the one whose financial bid is lowest amongst the qualifiers.**

4. Negotiations

- a) The procedure for conducting negotiations with the Lowest bidder shall be taken as per CPWD Manual and MCD Circular no 48/Addl. Commr(fin)/MCD dated 24.11.2020.
- b) The objective of negotiations is to reach an agreement on all points and sign a contract.
- c) The negotiations shall be held with the lowest bidder amongst the qualifiers.
- d) Negotiations will include discussions on technical proposal, work plan, staffing and on the financial bid.

5. MCD's Right to Accept or Reject Proposal

MCD reserves the right to accept or reject any or all of the Proposals without assigning any reasons and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Contract, without liability or obligation for such acceptance, rejection and annulment.

6. Conditional proposals shall not be accepted.



7. The tenderer is not allowed to make any modifications in the terms and conditions of the tender documents, which are not acceptable to the department, after submission of tender.
8. Unless otherwise specified in this tender document, CPWD Manual-2019 with up todate correction slips shall be binding on the Bidder.
9. The adjudication for any dispute shall be the Local Jurisdiction and Court of Delhi.
10. **Security Deposit @2.5%** of Gross amount of each running and final bill till the sumdeducted will amount to security deposit of 2.5% of tendered value of the Work.

11. Earnest Money

- a) The Bidder shall furnish, as a part of his bid, an Earnest Money @ 2% i.e.Rs. 31,200/- (Rupees Thirty One Thousand Two Hundred only) in the form of Banker's cheque of a Scheduled Bank/Demand Draft of a Scheduled Bank/Fixed deposit receipt (FDR) of a Scheduled Bank in favour of Commissioner, MCD payable at Delhi. The Earnest Money shall remain valid up to 08 (Eight) months from date of submission of bids and beyond any extension period subsequently requested.

- b) The Earnest Money shall be in the form of a Demand Draft / Banker's Cheque in favour of "Commissioner, Municipal Corporation of Delhi payable at Delhi. The Earnest money along with the bid (containing both technical & financial bid clearly marked in separate envelope) shall be submitted in the office of EE (EMS) South Zone, MCD on or before due date of Tender Opening at the address as under:-

Executive Engineer (EMS) South Zone, MCD,
Room No 38, Zonal Building, Sri Aurobindo Marg, Block A,
Green Park Extension, Green Park,
New Delhi, Delhi-110016.

- c) Any bid not accompanied by an acceptable Earnest Money shall be summarily rejected by the MCD as non-responsive.
- d) The Earnest Money of unsuccessful Bidders will be returned after the opening of Financial Bid /expiration of the period of bid validity whichever is earlier on receipt of written request.
- e) The Earnest Money may be forfeited:
 - 1.If a Bidder withdraws its Bid during the period of bid validity, or
 - 2.If the Bidder does not accept the correction of arithmetic errors in his bid price, or
 - 3.In the case of a successful Bidder, if the Bidder fails within the specified time to:
 - a. sign the agreement, and
 - b. furnish the required performance security
- f) The earnest money of the successful bidder deposited along with bid shall be returned after receiving the aforesaid performance guarantee. (In compliance to Annexure -21, SOP for CPWD Works Manual 2019)
- g) The bidder shall submit Authority letter/undertaking of Authorized Signatory to submit, sign and receive the due payments after award of work.
12. The bidder shall start the work within ten days of receiving of the work order.

SECTION III SCOPE OF WORK

1. **Scope of Work:** The Scope of Work includes monitoring of civic amenities through Artificial Intelligence in three wards namely: Preet Vihar, East Patel Nagar and Kotla Mubarakpur in the total stretch of 150 km road length per day in MCD Jurisdiction. It includes: -

a) **Road and City Infrastructure Monitoring-** Defects in roads, obstructions in roads, missing medians, damages to the speed breakers, illegal parking/stopping on roads, cattle on road, broken/un-operational traffic lights, invisible sign boards, dustbins/ garbage/ potholes/ waterlogging on roads, open sewer bins/ lids, open manholes, construction material lying on the paths, illegal burning of waste, condition of horticulture and other fixtures on road, broken electric poles/ tree branches lying on the roads, collection & transportation of garbage from home to secondary storage/ transfer stations/ processing centers or between either or more of them, cleanliness of MCDs public conveniences, mapping of condition of pedestrian footpath/ berms including identification of damages to pavers, bollards, kerb stones

b) **Support Tickets-** Detecting damages and issues on current city infrastructure and creating support tickets for resolution.

c) **Bidder Application-** A resolution application for all workers/Municipal Staff

The above monitoring has to be through a singular solution and application that can be easily monitored, issuance of support tickets and penalizing for non-compliance of particular activity.

1.1 All the above events shall be delivered by the A. I. dashboard on daily basis. It shall provide a daily heat map of drivers, illustrating the areas covered and distances traveled during the said agency's operations. Weekly stand-up meetings shall be conducted to discuss monitoring results, gather new data points, and showcase progress based on departmental input.

1.2 All the captured data shall be stored in a shared database, accessible anytime and anywhere. The bidder shall be responsible for tagging all the workers involved in road upkeep, ensuring their inclusion in the Geo-fields.

1.3 The bidder shall ensure the installation of these dashboards in the maintenance agency offices, allowing them the flexibility to add or remove workers and modify their respective Geo-fields. Additionally, the bidder shall perform GIS mapping of locations designated by the Municipal Corporation of Delhi (MCD) and update the maps accordingly to reflect any changes in municipal boundaries throughout the duration of the project.

1.4 The A.I. system shall have the capability to generate customized defect reports for all the monitored roads. The daily compiled report of the project area including complaints and their resolution shall be submitted on daily basis to MCD.

1.5 To accommodate the storage of substantial data, the database of the A.I. system should have a large capacity, enabling the retention of captured data for a minimum period of six months.

1.6 MCD shall provide space for setup for AI monitoring along with electricity connection. All the manpower, monitoring equipments along with accessories shall be arranged by the bidder at his own cost.

1.7 The bidder shall be fully liable for any mishap happened during daily monitoring of works. MCD is not responsible in this case.

ANNEXURE 'A' LIST OF WARDS

S. NO.	Zone Name	WARD NAME	WARD NO.	LENGTH (KM)
1.	Shahdra South	Preet Vihar	204	50 KM
2.	Karol Bagh	East Patel Nagar	86	50 KM
3.	Central	Kotla Mubarakpur	147	50 KM
TOTAL				150 KM

1. PAYMENTS

2.1 (a) After selection of the Successful bidder as Bidder, a price schedule shall be annexed to Contract Agreement according to which all payments shall be made to the Bidder by the MCD.

(b) The payment to the Bidder shall be made on Monthly basis at his Quoted/ Negotiated Rate.

(c) All payments shall be made only after a satisfactory performance certificate regarding the work is received from (DEMS)HQ.

2.2 The prices in the Price Schedule shall be exclusive of any Goods & Service Tax, 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.

2.3 The Bidder shall raise invoice per month and submit the same to MCD by 5th of every following month. The MCD shall make all endeavors to make payment to the Bidder at the earliest after receipt of the invoice.

2.4 All payments shall be made in Indian Currency by means of an Account Payee Cheque / RTGS etc.

2.5 MCD 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 Bidder, and the amount so deducted shall be deemed to be a payment made to the Bidder. MCD shall provide a certificate certifying the deduction so made.

2.6 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.

3. Penalty

- 3.1 Not covering/ monitoring the assigned kilometers of road length (i.e. total 150 km of road length) in any particular day will attract a penalty of Rs.500 /- per day per km.
- 3.2 However, Decision of Engineer In-Chief shall be final and binding in this regard.
- 3.2 The accumulated no. of penalized kilometers shall be deducted from monthly billing for final payment to the agency.



Executive Engineer(EMS) South Zone
Municipal Corporation of Delhi

Section – IV

1. **Performance Guarantee/Security-** The Bidder shall submit an irrevocable Performance Guarantee of 3% (Three percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract within 10 days from the date of issue of letter of acceptance).

2. **RECOVERY OF SECURITY DEPOSITS.**

The person/persons whose tender(s) may be accepted (hereinafter called the Bidder) shall permit Corporation at the time of making any payment to him for work done under the contract to deducted a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value of the work. Such deductions will be made and held by Corporation by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any bank is furnished by the Bidder to the Corporation as part of the security deposit and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the Bidder and the Bidder shall forthwith on demand furnish additional security to the corporation to make good the deficit.

All compensations or the other sums of money payable by the Bidder under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the Bidder by MCD on any account whatsoever and in the event of his Security deposit being reduced by reason of any such deductions or sale as aforesaid, the Bidder shall within 10 days make good in cash or fixed deposit receipt or in shape of pay order/demand draft by the State Bank of India or by schedule banks (if deposited for more than 12 months) endorsed in favour of the Engineer-in-charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the Bidder at the rates mentioned above and the Earnest money deposited at the time of tenders will be treated as part of the Security Deposit.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulation to a minimum of Rs. 1 (One) Lacs subject to the conditions that amount of such bank guarantee, except last one, shall not be less than Rs. 1(One) Lacs.

3. **Settlement of Disputes& Arbitration**

- 3.1 Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in-before mentioned and as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, design drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter
- 3.2 If the Bidder considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract of carrying out of the work to be unacceptable, he shall promptly within 15 days

request the Superintending Engineer or equivalent, in writing for the written instructions or decision. Thereupon, the Superintending Engineer or equivalent, shall give his written instructions or decision within a period of one month from the receipt of the Bidder's letter.

- 3.3 If the Superintending Engineer or equivalent fails to give his instructions or decision in writing within the aforesaid period or if the Bidder is dissatisfied with the instructions or decision of the Superintending Engineer or equivalent, the Bidder may, within 15 days of receipt of the Superintending Engineer's or equivalent's decision, appeal to the Chief Engineer/Director or equivalent who shall afford an opportunity to the Bidder to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chief Engineer or equivalent shall give his decision within 30 days of receipt of the representation of the Bidder failing which matter can be taken with the Additional Commissioner (Engineering)/Engineer-in-Chief of MCD for final decision as per Circular No D/SE(P)/2020-21/177 dated 04.12.2020.
- 3.4 **Dispute Resolution: -**
Any dispute and/or difference arising out of or relating to this contract will be settled as per above Clauses failing which the matter will be referred for adjudication as per GCC dated 13.10.2020.
4. **Jurisdiction of Court:** This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the Courts in Delhi.
5. **Unless otherwise specified the General Conditions of Contract as approved by the Corporation(MCD) is applicable and binding.**

6. NOTICE TO PROCEED

After the acceptance of the LoA and securing Performance Bank Guarantee from the successful bidder, MCD shall issue the 'Notice to proceed/Work Order, to the Bidder authorizing him to provide services as desired under this Tender Documenting three wards of MCD (project area).

7. COMMENCEMENT OF SERVICES

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

- 7.1 Submission of Performance Bank Guarantee in accordance with **Clause 1 (Section-IV)**.
- 7.2 The Bidder shall provide services as specified under the Tender documenting three wards of MCD (project area) within 10days from the date of receipt of Notice to Proceed/Work Order as set out in **Clause 12 (Section-II)**.

8 BIDDER'S OBLIGATIONS

- 8.1 The Bidder shall submit to MCD the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities from time to time.
- 8.2 The Bidder shall produce to the MCD the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.
- 8.3 The MCD shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Bidder reserves the right to remove any personnel with prior intimation to the MCD, emergencies exempted.

- 8.4 The Bidder shall cover its personnel for personal accident and death whilst performing the duty and the MCD shall own no liability and obligation in this regard.
- 8.5 The Bidder shall exercise adequate supervision to reasonably ensure proper performance of Services in accordance with Schedule of Requirements.
- 8.6 The Bidder shall issue identity cards / identification documents to all its employees who will be instructed by the Bidder to display the same.
- 8.7 The personnel of the Bidder shall not be the employees of the MCD and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. There will be no Employee and Employer relationship between the Manpower/Unskilled Labour engaged by the Bidder/Agency for deployment in MCD. The Bidder shall make them known about this position in writing before deployment under this agreement.
- 8.8 The Bidder shall also provide at its own cost all benefits statutory or otherwise to its employees and the MCD shall not have any liability whatsoever on this account. The Bidder shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.
- 8.9 The Bidder shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. Proof of the same should be submitted by the Bidder quarterly
- 8.10 The Bidder shall submit a copy of wages sheet showing monthly wages paid to its personnel.
- 8.11 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- 8.12 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the MCD.
- 8.13 It shall be responsibility of the Service Provider to issue the employment card/photo / identity card to the workers as per the prescribed format and maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation & Abolition) Act. Cost for the same will be borne by the Bidder.
- 8.14 The Bidder shall not employ any person below the age of 18 years old and not more than 59 years old. Manpower so engaged shall be trained for providing requisite services as per Agreement Conditions.
- 8.15 The persons deployed by the Agency/Bidder should not have any Police record/criminal cases against them and they should be deployed after police verification. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character verifications of the personnel through local police should be furnished at the time of deployment.
- 8.16 The Bidder before selecting the manpower will satisfy himself about the character and integrity of the persons proposed to be provided to the MCD. The Service Provider shall obtain a character certificate in respect of every such person from the school/college last attended by such person or a character certificate from a Gazetted Officer and a copy of such certificate should be made available to the MCD at the time of deployment.

9 Bidder's Personnel

- 9.1 The Bidder shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the manpower deployed for field work within MCD Jurisdiction to undertake the responsibilities imposed upon the Bidder under the Contract and to provide full attention for executing the work thereof.
- 9.2 The Bidder shall submit its Organization Chart, showing therein the details of key personnel with their full contact details. The Bidder shall also keep informing the MCD of any change in its organization or its personnel.
- 9.3 The personnel engaged by the Bidder shall be dressed in neat and clean uniform.

10 BIDDER'S LIABILITY

- 10.1 The Bidder shall completely indemnify and hold harmless the MCD and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Bidder or any of its employees engaged in the provision of these services as envisaged in this work to the MCD.
- 10.2 The Bidder shall not be liable in any way whatsoever and the MCD hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly;
- Caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;
 - Consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Bidder or any of its employees engaged in the provision of Services as envisaged in this work to the MCD.
- 10.3 The Bidder shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the Bidder contravening this condition, MCD shall be entitled to place the contract elsewhere on the Bidder's risk and cost and the Bidder shall be liable for any loss or damage, which the MCD may sustain in consequence or arising out of such replacing of the contract.

11 MCD's OBLIGATIONS

- 11.1 Except as expressly otherwise provided, the MCD shall, at its own expense, provide all the required cooperation to the field staff at the location(s) where the Services are to be provided by the Bidder's employees to carry out the assigned work
- 11.2 The MCD shall comply with and fulfill the recommendations (if any), if deemed necessary by the MCD, made in writing by the Bidder in connection with the performance of the Services. The MCD shall notify the Bidder of any dishonest, wrongful or negligent acts or omissions of the Bidder's employees or agents in connection with the Services as soon as possible after the MCD becomes aware of them.
- 11.3 The MCD shall not be under any obligation for providing empanelment to any of the personnel of the Bidder after the expiry of the contract. The MCD does not recognize any employee employers relationship with any of the workers of the Bidder.



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SECTION- V

SPECIAL TERMS & CONDITIONS

- (i) Only reputed Firm can participate in the tender subject to meeting the Qualification Criteria.
- (ii) Work shall be carried out as per relevant IS code(s)/Tender conditions and CPWD Specifications with upto date amendments.
- (iii) The Bidder shall be responsible to work at Specified any other locations as per the directions of Engineer-in-Charge/Concerned EE(DEMS) Zone.
- (iv) The Bidder shall bear the charges for 3rd party QA Agency, if required by the Department.
- (v) Bidder shall have valid PAN/Tin No./GST No./PanNo.

- (vi) Time of completion of Work is 60 days



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SECTION – VI
PRICE SCHEDULE

N.O.W: Monitoring of civic amenities through Artificial Intelligence in three wards namely: Preet Vihar, East Patel Nagar and Kotla Mubarakpur in the total stretch of 150 km road length per day in MCD Jurisdiction.

The tenderer/bidder shall quote Rate (both in words & figure) for Item as shown in the BOQ

S.No.	Description of Item	Duration of Work	Rate in INR excluding applicable taxes (if any) for complete work of 7800 KM along with Per Km Cost*
a.	Monitoring of civic amenities through Artificial Intelligence in three wards namely: Preet Vihar(204), East Patel Nagar(86) and Kotla Mubarakpur (147) in the total stretch of 150 km road length per day and totaling to 3900 Km per month in MCD Jurisdiction. Total road stretch to be monitored in 2 month is 7800 km	2 months	

Both per km cost and total cost be mentioned


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Notes:-

1. The tenderer shall paste a transparent cello tape on their quoted rates & amount.
2. The tenderer/bidder shall quote his rates in Indian Rupees only. All the payments shall be made to the Bidder only in Indian Rupees.
3. The rates quoted in the words shall be considered in case of any ambiguity.
4. The quoted consolidated Bidder Charges ~~per person~~ per month shall be inclusive of all charges including Cost of Training, Supervisor(s) of the Bidder, Substitutes etc .
5. If it is found that the tender is not submitted in proper manner or contains too many corrections or absurd rates or amount, it would be open for the MCD to take suitable action against the tenderer including rejection of tender.
