

“Lifting and Transportation of construction and demolition waste (C&D Waste) on demand from various locations of South Zone, SDMC and disposal to SLF site at Okhla or any other site designated by SDMC .”

**SOUTH DELHI MUNICIPAL CORPORATION
DR. S.P.M. CIVIC CENTRE, J.L.N. MARG
NEW DELHI-110002**

No.:

Dated:

South Delhi Municipal Corporation invites two bid applications on behalf of Commissioner, SDMC for empanelment for South Zone in South Delhi Municipal Corporation for the work of Lifting and Transportation of construction and demolition waste (C&D Waste) on demand from various locations of South Zone, SDMC and disposal to SLF site at Okhla or any other site designated by SDMC as per the following program.

RFP document cost	Rs. 1500/- (Rupees Fifteen Hundred only)
Duration of Contract	Three years from the date of agreement , which is extendable to the time mutually agreed on satisfactory performance
Last Date and time of submission of bid	26/03/2021 till 3.00PM
Date of pre-bid meeting	Already held on 26/02/2021 at 11.00AM
Date of opening of Technical Bid	26/03/2021 at 3.30 PM
Date of opening of financial bids for technically qualified bidder	To be intimated later on to technically successful bidders.
EMD	Exempted Bidder has to submit a certificate as per circular no. D/SE(P)/SDMC/2020-21/181 dated 31.12.2020 of planning department.
Cost of Tender Document	Rs. 1500/- (Rupees Fifteen Hundred only)
Validity of Bid	180 days

2. RFP documents can be downloaded from the website www.mcdonline.nic.in/sdmcportal or can be obtained from the office of EE (EMS) SZ, SDMC between 02:00 PM to 05:00 PM on all working days upto 25/03/2021 on payment of Rs. 1500/- non refundable in the form of demand draft/pay order in favour of Commissioner, South Delhi Municipal Corporation payable at Delhi. In case RFP documents are downloaded from the website, the RFP Cost should be submitted in envelope along with Technical Bid.
3. The proposal shall be submitted in the office of S.E. (DEMS) HQ, at Civic Centre, South Delhi Municipal Corporation, New Delhi-110002.
4. Pre bid meeting has already been held on 26/02/2021 at 11 AM in the office of Director DEMS, 19th floor DR. S.P.M. CIVIC CENTRE, JLN MARG, NEW DELHI-110002. Reply to Pre bid queries has also been uploaded on the official website of SDMC along with this Revised RFP Document.
5. The successful bidder will have to deposit Performance Guarantee amounting to Rs. 8.45 lakhs in the form of Bank Guarantee in favour of Commissioner SDMC, drawn on Nationalized/Scheduled Bank.
6. If Performance Guarantee is not furnished within specified period of issue of letter of intent, appropriate action shall be taken against the agency in accordance of circular No. D/SE(P)/SDMC/2020-21/181 dated 31.12.2020.

sd/-
Executive Engineer
DEMS/South Zone

The successful bidder shall be referred as contractor here onward.

I. Scope of Work

The Contractor shall be Lifting and Transportation of construction and demolition waste (C&D Waste) on demand from various locations of South Zone, SDMC and disposal to SLF site at Okhla or any other site designated by SDMC by following all updated MSW Rules, C&D waste Rules, CPCB Rules, DPCC Rules, NGT Orders and other orders by any Court, Environmental Rules and other instructions contained in RFP with the following conditions:

1. The contractor has to set up an office with a **Toll Free Number** allotted to him with sufficient staff to receive the calls at its own cost.
 - a) The Contractor shall maintain an office within the Designated Area with local telephone service and depute sufficient staff qualified as per requirement needed to take care of complaints, requests for on demand collection and transportation services, coordination of scheduled collections and other requirement of operating a functioning office in charge of providing the Collection and Transportation of C&D waste Services, Toilet and Computer Room. This office needs to be integrated with the Zonal as well as Central Control Room/IT Cell of South Delhi Municipal Corporation.
 - b) The Concessionaire shall ensure that its office is open and the staff is present to respond to any emergency call for CTD Services during 24 hours of the day.
 - (c) The following shall be the holidays for the purpose of this Agreement for the Concessionaire:-
 - (1) Republic Day
 - (2) Independence Day
 - (3) Mahatma Gandhi Jayanti

Provided, however, a minimum staff is available to respond to any emergency call for Collection and Transportation of C&D waste Services during such days.
 - d) The Contractor shall require its employees to be courteous at all times and undertake their work efficiently and as quietly as possible. The Contractor is responsible for providing the supervision necessary to ensure that the collection employees are courteous, exercise due care and do their work without delay. While collecting, employees shall carry identification and uniform of the Contractor.
2. The contractor should have sufficient vehicles compliant to updated Motor Vehicle Act to collect the C&D waste from various locations within the South Zone, SDMC and have to transport the C&D waste to SLF site at Okhla or any other site designated by SDMC

deploying optimum number of vehicles. The vehicles should be fitted with GPS with following device specifications.

a) General Specifications:

- i) Dual band GPRS (900/1800 Mhz)
- ii) On-board Storage of at least 2 days for data
- iii) Internal battery to sustain operation for at least 10 hours with a minimum recording at interval of 30 seconds and reporting at interval of minimum of 120 seconds
- iv) Alerts on external power disconnection.
- v) Internal antenna or antenna wire enclosed in metal sheet.
- vi) IP 65 enclosure (i.e. water proof for occasional sprays of water at dust proof)
- vii) The device should be hidden-minimum of- 161 db gain for GPS antenna.
- viii) Ability to work against sustained external voltage of up-to 33 V and handle transient of a high as no-spike 55/6000 Joules spikes (To work in presence of hydraulic, falling battery)
- ix) Digital input: 2 minimum changes to digital input must be communicated immediately- i.e. Changes should not be missed because its falls in between recording intervals. On the other hand transients (< 1-2 seconds) must be discarded.
- x) Analog input 1 minimum

b) Protocol

- i) Commands for controlling devices via SMS and protocol/data format must be shared with SDMC and vendor must warrant that the users can choose to use their software to work with devices without paying anything extra.

c) Over the air control of device-including server to which devices communicate with

d) GPS Running Requirements

- i) 98% of installed GPS shall be operational all the time.
- ii) Any non operational GPS shall be replaced within 24 hours of time of non functioning.
- iii) If any GPS is not operational (within the above limits), driver shall be provided with the android/mobile application enable phone with location tracking capability and same shall be monitored separately by the contractor.

e) Hardware and other components need to be placed by the contractor to meet the MIS/IT requirement proposed by the IT Consultant of South Delhi Municipal Corporation.

- 3. A box measuring one cubic feet of waste either of wooden or steel with handles on two opposite faces should have to be kept with each vehicle for measuring the waste at location.

4. The contractor has to collect the cost from the owner/generator of the waste for lifting and transporting the C&D waste at the rate quoted as per financial bid and duly approved by the Competent Authority, SDMC.
5. The contractor has to produce the receipt of SLF site Okhla or any other site designated by SDMC to the Engineer-in-charge on monthly basis and deposit an amount mutually agreed by the contractor and SDMC by RTGS/NEFT in the name of Commissioner, SDMC or transfer the amount on line in the account of Commissioner, SDMC which can be had from the Engineer-in-Charge.
6. Each vehicle should be accompanied with adequate number of beldar/coolie for lifting the C&D waste manually from the location.

The contractor has to transport the C&D waste in covered vehicles as per NGT orders and by following updated MSW Rules, C&D waste Rules, CPCB Rules, DPCB Rules, NGT Orders and other orders by any Court, Environmental Rules and other instructions contained in RFP.
7. The contractor has to remove the C&D waste within 24 hours of call received and clear the site by removing all dust etc. by sweeping
8. Photographs of the location before and after lifting the C&D waste are to be furnished to SDMC.
9. Overloaded vehicles shall not be accepted at point of disposal and no receipt shall be issued for C&D waste beyond prescribed limit of the vehicle.
10. Mixing MSW, garbage etc. with C&D waste shall not be accepted and shall attract a fine on the contractor.

COLLECTION ON DEMAND

1. The Contractor shall be responsible for ensuring adequate provision, at all times On Demand Collection of the C & D Waste within the Designated Area
2. The Concessionaire shall operate a helpline so that requests for On Demand Collection can be made easily by users and shall duly advertise the helpline facility within the Designated Area.
3. The Concessionaire shall be responsible for ensuring that the C & D Waste that is collected transported and delivered only at the designated South Delhi Municipal Corporation Sanitary Land Fill site. Disposal other than designated South Delhi Municipal Corporation Sanitary Land Fill site shall not be accepted at any cost.

FINES:

1. If the contractor fails to lift the C&D waste within 24 hours after lodging complaint, a fine of Rs. 500/- per incident shall be imposed.

2. If the contractor fails to lift the C&D waste within 48 hours after lodging complaint, a fine of Rs. 2000/- per incident shall be imposed
3. If the contractor fails to lift the C&D waste within 72 hours after lodging complaint, a fine of Rs. 5000/- per incident shall be imposed and
4. If the contractor fails to lift the C&D waste within a week after lodging complaint, a fine of Rs. 10,000/- per incident shall be imposed.
5. If it is found that the contractor has mixed the garbage, MSW or silt from drains or any other material with C&D waste a fine of Rs. 10,000/- per incident shall be imposed.

The above fines shall be imposed except in the following situations:

(i) Force majeure, or

(ii) Abnormally bad weather, or

(iii) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or

(iv) Any other unexpected situation and considered to be under relaxation by the Engineer-in Charge of SDMC

II. GENERAL INSTRUCTIONS TO BIDDER

1. No page should be removed/detached from the bidding documents
2. Each page should be signed and stamped by the person or persons submitting the bidding documents in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the SDMC.
3. The bidder shall scan the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.
4. All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract or the bids not meeting the eligibility criteria or Technical Bids not accompanied with Tender Cost and Certificate towards EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be summarily rejected.
5. The intending bidder should only be a Limited / Private Limited Company , registered under the Companies Act, 1956 or a Partnership firm registered under Partnership Firms Act 1932. Bidding in the form of Proprietorship Company / JV Consortium is not permitted.
6. For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of the SDMC. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

7. The Earnest Money is exempted as per circular no. D/SE(P)/SDMC/2020-21/181 dated 31.12.2020.
8. No claim whatsoever shall lie against the SDMC/Department in respect of evasion in the value of interest on the amount of earnest money deposit or Performance guarantee.

III. ELIGIBILIY CRITERIA

1. **Legal Valid Entity:** 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 or Partnership Firm registered under Partnership Firms Act 1932. Bidder in the form of JV/consortium and Proprietorship is not permitted. A proof for supporting the legal validity of the Bidder shall have to be submitted along with PAN No, Labour Registration, EPFO Registration, ESIC Registration shall be acceptable.
2. **Registration:** The Bidder should be registered with the Income Tax and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation.
3. **Clearance:** The Bidder should also have clearance from Income Tax Department. Relevant proof in support shall be submitted.
4. Scanned copy of the audited balance sheets for the last completed three financial years i.e. for 2019-20, 2018-19 and 2017-18.
5. The bidder should have extensive experience in carrying out similar work of transportation of the capacity of not less than 300 TPD.
6. The bidders shall have a minimum average annual turnover of not less than INR 2.8 crore in the preceding (3) three financial years.
7. The bidder should have net worth of at least 10% of the estimated cost OR **Solvency** equal to 40% of the estimated cost as per the provision of CPWD Manual (Corrigendum) **Form XI (A)/XI (B)**.
8. Copies of Registration certificate of the bidder/company, Memorandum & Article of association in case of bidder registered under the Companies Act.
9. **The firm shall prescribed documentary evidence of having satisfactorily completed either three works of similar nature each costing not less than the amount equal to 40% of the estimated cost or Rs. 1.13 crore or two similar nature of works each costing not less than the amount equal to 60% of the estimated cost or Rs. 1.69 crore or one similar nature of work costing not less**

than the amount equal to 80% of the estimated cost or Rs. 2.25 crore during the last five financial year. The similar work means collection and transportation of C&D/MSW and collection, transportation and processing of C&D/MSW.

10. Scanned copy of GSTT Registration Certificate.
11. Scanned copy of PAN Card.
12. The bid security may be forfeited:
 - (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
 - (ii) In case of successful bidder, if the bidder
 - a) Fails to sign the contract in accordance with the terms of the letter of intent document.
 - b) Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the SDMC.
 - c) Fails or refuses to honor his quoted prices for the services or part thereof.

IV. VALIDITY OF BIDS

1. Bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission of Bids.
2. In case SDMC calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
3. The SDMC may request for extension for another period of 30 days, without any modifications and without giving any reasons thereof.

V. PREPARATION OF BIDS:

1. **Language:** Bids and all accompanying documents shall be in English.
2. **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Document along with all required information, documents in support of the eligibility criteria.

Documents comprising the bid:

- i) Technical Bid Submission Form duly signed and scanned on Company's letterhead
- ii) Scanned tender document must be duly Signed and Stamped.
- iii) Scanned details of the Contact Details Form and undertaking, duly filled and signed
- iv) Scanned copy of Financial Capacity form – filled in signed and stamped.
- v) Bidder has to submit a certificate as per circular no. D/SE(P)/SDMC/2020-21/181 dated 31.12.2020 of planning department.
- vi) All scanned copies of supporting document in proof of having fully adhered to minimum eligibility criteria.
- vii) Affidavit.
- viii) Solvency/ Net worth certificate
- ix) Experience Certificates

VI. FINANCIAL BID

Financial bid should be comprised of two components

- 1. Rate in Rupees for lifting and transporting C&D waste from various locations of South Zone of SDMC and disposal to SLF site at Okhla or any other site designated by SDMC @ Rs..... per cum/km (1.25 Metric Tonne /km)
- 2. The fee/concession to be imparted to SDMC per tonne @ Rs..... Per Metric Tonne

VII. SUBMISSION OF BIDS

The bids shall be received manually up-to 26/03/2021 till 3PM and will be opened on the same day at 3:30 PM onwards in the presence of authorized representative of bidders.

VIII. BID OPENING PROCEDURE

- 1. The financial bids of only those bidders who's Technical Bids are qualified, shall be opened by the SDMC. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders separately.
- 2. A letter of authorization shall be submitted by the Bidder's representative before opening of the Bids.

3. Absence of bidder or their representative shall not impair the legality of the opening procedure.
4. All the presented Bidders or their representative shall be required to sign the bid opening register as well as the sealed cover of submitted financial bids.
5. After opening of the Technical Bids and verifying the Tender Cost and Necessary certificate as per circular no. D/SE(P)/SDMC/2020-21/181 dated 31.12.2020 of planning department the technical bids of only those bidders whose Tender Cost and certificate towards EMD is found in order shall be evaluated later to ensure that the bidders meets the eligibility criteria as well as other conditions as specified in the Tender Document. Bids whose Tender Cost is not found in order shall be summarily rejected.
6. Refusal to sign the Tender Opening Register and sealed cover of submitted financial bids by the bidder or his representative may disqualify his bid based on the decision of the Tender Opening Authority.
7. The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids shall be opened on next working date, time and venue remaining unaltered.

IX. CLARIFICATION ON TECHNICAL BID EVALUATION

1. The technical bids shall be evaluated based on the scanned documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the SDMC may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the SDMC shall not be considered. The SDMC request for clarification and the response shall be in writing.
2. If a bidder does not provide clarifications of its bid by the date and time set in the SDMC request for clarification, its bid may be rejected.
3. Community Service Department, SDMC also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.0.

X. TECHNICAL BID EVALUATION (SEGREGATED TYPE)

1. The SDMC shall follow two bid systems where the technical bid and financial bid shall be evaluated separately.
2. The bidder shall have to meet the following minimum technical qualification

- 2.1 The technical bid evaluation shall be done based on the following criteria:
- (i) Minimum five Number of years in Operations in service
 - (ii) Average Turnover (Last three Financial Years) for Rs. 2.81 crore
 - (iii) Minimum Number of Manpower 50 on roll
- 2..2 The Bidder shall be required to produce attested copies of the relevant documents in support of 2.1 in addition to the documentary evidences of Para 2.1 for being considered during technical evaluation.
3. The technical bid not meeting the requirements as per the tender documents shall be rejected and their financial proposals will be returned unopened.
4. The bidder who qualified in the technical evaluation stage shall only be called for opening of financial bids. SDMC shall intimate the bidders, the time/ venue for the financial Bid opening in written communication.

XI. FINANCIAL BID OPENING PROCEDURE

1. The Financial Bids of all the technically responsive Bidders shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.
2. All the technically responsive bidders/their authorized representatives present at the time of opening of the Financial Bids shall be required to submit the authorization letter from their Companies and shall be asked to sign on all the sealed envelopes containing the Financial Bid.
3. Any bidder objecting to the same shall be disqualified and his financial bid shall be returned on the spot.
4. Absence of bidders or their authorized representatives shall not impair the legality of the process.
5. The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.
6. Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decided only after following due procedure.

XII. FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER

1. The financial evaluation shall be carried out and financial bids of all the bidders shall be evaluated as per parameters given subsequently.
2. *The Lowest price shall be considered as the rate quoted by the bidder per cum for lifting the C&D waste minus the fee per cum imparted to SDMC as quoted by the bidder by converting his rate in tonne from cum by considering the density as 1.25 of C&D waste for example; if a bidder quote his rates as Rs. 250 per cum and imparts a fee of Rs. 20 /- per tonne to SDMC then his rate shall be considered as Rs. 250 – 20x1.25 ⇒Rs. 250 – Rs. 25 = Rs. 225.00 per cum*
3. If there is a discrepancy between words and figures, the amount in words shall prevail.
4. Rate for public will be in cum as well as tonne and conversion factor shall be 1.25 tonne per cum.

XIII. RIGHT OF ACCEPTANCE

1. The SDMC reserve all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the SDMC in this regard shall be final and binding.
2. Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
3. The SDMC reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.
4. In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the SDMC reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.
5. The SDMC may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

XIV. NOTIFICATION OF AWARD BY ISSUANCE OF ‘LETTER OF INTENT’ (LOI)

1. After determining the successful evaluated bidder, SDMC shall issue a Letter of Intent (LOI) in duplicate, who will return one copy to SDMC duly acknowledged, accepted and signed by the authorized signatory, within two days of receipt of the same by him.
2. The issuance of the Letter of Intent to the bidder shall constitute an integral part and it will be a binding to the contract.
3. The time taken between the date of issue of LOI and Notice to Proceed shall not prevent the contractor to mobilize the man power.

XV FORECLOSURE OF CONTRACT

If the contractor fails to fulfill the task assigned to him and his performance found unsatisfactory in the opinion of the Engineer-in-Charge (Executive Engineer concerned) i.e. the contractor fails to remove the construction and demolition waste from the site in spite of imposing fine within a week without any valid reason, the contract shall be terminated and no compensation whatsoever claim by the contractor shall be entertained.

XVI SETTLEMENT OF DISPUTES:

If the contractor considers any work demanded of him or denied to it to be outside the requirements of the contract, or decision given in writing by the Engineer-in-Charge or if the Engineer in Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed, such party shall promptly within 15 days of the arising of the disputes request the Chief Engineer who shall refer the disputes to Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any in respect of each such dispute. The Dispute Redressal Committee (DRC) shall give the opposing party two weeks for a written response, and, give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from CE. Provided that no party shall be represented before the Dispute Redressal Committee by an advocate/legal counsel etc.

If the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC) or expiry of time limit given above, then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC) present his case to the court of law within the jurisdiction of Delhi.

XVII. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)

1. The Earnest Money Deposit of the unsuccessful bidders in the *technical Bid evaluation stage* shall be returned within seven (07) days after opening of the eligible financial Bids.
2. The Earnest money deposit of all the bidders shall be returned, in case of cancellation of Tender after the opening of Bids and prior to opening of financial bids.

The above Clause No. XVII stands deleted in view of Circular No. D/SE(P)/SDMC/2020-21/181 dated 31.12.2020.

XVIII. ADJUSTMENTS OF RATES FOR LIFTING & TRANSPORTATION OF C&D WASTE AND CONSTRUCTION OF DEMOLITION WASTE:

Inflation Adjustment after 01.04.2022

- a. Contractor shall be paid rates as per the Financial Quote made and duly accepted by the Authority before issuing the Letter of Award for the Financial Year ending 31.03.2022. Service tax, if applicable shall be paid by SDMC as per prevailing law in addition to agreed rates.
- b. Authority shall use Yearly WPI (Wholesale Price Index) of “All Commodities” based on financial year issued on every 14th April for adjusting tipping fee for the respective financial years. First revision will be applicable from 1st April, 2022.
- c. Source of WPI will be <http://www.eaindustry.nic.in>
- d. Any changes in methodology or policy or law by the Government relating to calculation of fuel or wages or any other item shall be deemed to have been reflected in the WPI and Contractor shall not be eligible to invoke to invoice change in Law clause.
- e. Following Formula shall be used for the revision of rates:

$$\text{Tipping for a financial year} = \frac{[\text{WPI}(F_1)] * \text{QT}_0}{\text{WPI}(F_0)}$$

Where,

WPI (F₁) – Wholesale Price Index for the current financial year

WPI (F₀) – WPI as notified on 14 April 2022

QT₀ – Quoted Tipping Fee for financial year 2021-22

For Example: - Let us say-

$$\text{WPI (F}_1\text{)} = 176.94$$

$$\text{WPI (F}_0\text{)} = 167.62$$

$$\text{QT}_0 = \text{Rs. } 1500$$

$$\text{Tipping for the financial year in question} = \frac{176.94 * 1500}{167.62} = 1583.40$$

XIX. SECONDARY COLLECTION POINTS FOR C&D :

Following are the designated C&D waste collection sites in the area of South Zone:-

S. No.	Ward No.	Ward Name	Location of Dumping Sites Malba
1.	64-S	Vasant Vihar	Near Guru Harkishan Public School Poorvi Marg
2.	67-S	Lado Sarai	Opp. Petro Pump near Bus stand Lado Sarai
3.	68-S	Mehraulli	Near Machli wala park Kishangarh
4.	68-S	Mehraulli	Open space near dhalao opp. Kishangarh Village
5.	69-S	Vasant Kunj	Low lying area near Rajokari Village
6.	69-S	Vasant Kunj	Open land near Masood Pur Dairy Vasant Kunj
7.	70-S	Chattarpur	100 ft. Road Chattarpur
8.	70-S	Chattarpur	Open space near Qutub Metro station along nalla
9.	71-S	Said-ul-ajaib	Low lying area near Maidan Garhi Village
10.	72-S	Bhatti	Near Toll tax booth on PWD road near Bhatti Village
11.	73-S	Aya Nagar	Low lying area near Aya Nagar
12.	74-S	Dakshin Puri	Bandh road Sangam Vihar and G-Block Sangam Vihar
13.	75-S	Tigri	Bandh road Sangam Vihar and G-Block Sangam Vihar
14.	76-S	Devli	Bandh road Sangam Vihar and G-Block Sangam Vihar
15.	77-S	Sangam Vihar-A	Bandh road Sangam Vihar and G-Block Sangam Vihar
16.	78-S	Sangam Vihar-B	Bandh road Sangam Vihar and G-Block Sangam Vihar

17.	80-S	Pushp Vihar	Open space between MC Primary School & Kendriya Vidhalya, Sec-3 Pushp Vihar
18.	80-S	Pushp Vihar	RPS Nalla near F-IIInd Madangir Ph-II
19.	81-S	Khanpur	Bandh road Sangam Vihar and G-Block Sangam Vihar
20.	86-S	Greater Kailash	Infront of Paul George School near dhalao Alaknanda
21.	87-S	CR Park	B-Block nalla GK-I behind Archana Complex

These C&D waste dumping sites can be used by the contractor for secondary collection of C&D, if required. The maintenance of these secondary collection points shall be done by the agency following all the prevailing guidelines.

FORM-I

CONTACT DETAILS FORM

GENERAL DETAILS OF BIDDER

1. NAME OF THE COMPANY
2. NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE
.....
3. COMMUNICATION ADDRESS.....
4. PHONE NO./MOBILE NO.
5. FAX
6. E-MAIL I.D.

PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE

1. NAME OF THE CONTACT PERSON.....
2. DESIGNATION
3. PHONE NO.
4. MOBILE NO.
5. E-MAIL I.D.

UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
3. I/We give the rights to the competent authority of the Office of the SDMC to forfeit the Earnest Money/Security money deposit by me/us in case of breach of conditions of Contract.
4. I hereby undertake to provide the manpower and services as per the directions given in the tender document/contract agreement.

Date :-

Signature of the Authorized Signatory

Place: -

Designation :
(Office seal of the Bidder)

FORM-II

BID SECURITY FORM

No.....

Date.....

To

Commissioner,
South Delhi Municipal Corporation
Delhi.

Whereas M/s.....(Hereinafter called “the bidder”) has submitted its bid dated.....for providing services vide Tender No. dated KNOW ALL MEN by these presents that WE of having our registered office at (Hereinafter called ‘the Bank’) are bound unto The Owner in the sum of Rs _____/- (_____) for which payment will and truly to be made of the Owner, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligations are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Owner, during the period of bid validity.
 - (a) Fails or refuses to execute the Contract, if required;

OR

- (b) Fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

OR

- (c) Fails or refuses to perform their duties fully or partially to the satisfaction of the Owner.

We undertake to pay the Owner up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Owner will not justify the demand of the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified inof the Bid document up to 180 days and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness
Address of witness

Signature of the Bank Authority
Name
signed in capacity of
Full address of Branch

FORM-III

FORM FOR FINANCIAL CAPACITY

Description	Financial years		
	2017-18	2018-19	2019-20
Annual Turnover			
Net Worth			
Current Assets			
Current Liabilities			
Total Revenues			
Profit Before Taxes			
Profit After Taxes			
<u>Note:-</u>	The financial data submitted shall be certified by the Chartered Accountant with his stamp and signature. In case audited balance sheet of last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far' and in such case provisional balance sheet shall be accepted.		

FORM-IV

CONTRACT AGREEMENT NO..... DATED

THIS AGREEMENT is made on between Executive Engineer (DEMS) on behalf of Commissioner, SDMC (hereinafter referred to as “Client” which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at Room No-38, Zonal Office Building, South Zone,SDMC Delhi of the One Part,

AND

M/s..... having its registered office at..... (Hereinafter referred to as “the Contractor”) which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing manpower services to Client.

NOW THIS AGREEMENT WITNESSTH as follows:

- I. WHEREAS the SDMC invited bids through open tender, vide Notice Inviting Tender datedfor “availing services at its office under Tender No.
- II. AND WHEREAS the Contractor submitted his bid vide..... in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client
- III. AND WHEREAS the SDMC has selected M/s.....as the successful bidder (“the Contractor”) pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Acceptance (LoA) No., to the Contractor on for a total sum of [Rupees Only].
- IV. AND WHEREAS the SDMC desires that the services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.
- V. AND WHEREAS the Contractor acknowledges that the SDMC shall enter into contracts with other Contractors / parties for the services of its premises in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.

- VI. AND WHEREAS the terms and conditions of this Contract have been fully negotiated between the SDMC and the Contractor as parties of competent capacity and equal standing.
- VII. AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing manpower services in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.
- VIII. AND WHEREAS the Contractor shall be responsible for payment of Service Tax with Central Excise and Taxation Department. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Service Tax Charged in the said bill.
- IX. AND WHEREAS the SDMC and the Contractor agree as follows:
1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
 2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) The Letter of Acceptance (LoA) issued by the Client.
 - (b) Letter of Award issued by the Client
 - (c) The complete Bid, as submitted by the Contractor.
 - (d) The Addenda, if any, issued by the Client.
 - (e) Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee, Bank Guarantee)
 - (f) Charges – Schedule annexed to this Article of Agreement
 - (g) Supplementary Agreements executed from time to time.
 3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
 4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

X. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

Signed on Behalf of
Commissioner, SDMC

(Authorized Signatory)

(Authorized Signatory)
Commissioner, SDMC

FORM-V

PERFORMANCE BANK GUARANTEE

(To be executed on non Judicial stamped paper of an appropriate value)

Date :

Bank Guarantee No :

Amount of Guarantee :

Guarantee Period : From to.....

Guarantee Expiry Date :

Last date of Lodgement :

WHEREAS Office of the Commissioner, SDMC having its office at 9th Floor DR. SPM Civic Centre, New Delhi (hereinafter referred to as “The Owner” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [*Please insert date of acceptance of the letter of acceptance (LoA)*] (“Contract”) with [*insert name of the Successful Bidder*] (hereinafter referred to as the “Contractor” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing of services (“Services” shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Documents*] dated [*insert date of issue of Tender Documents*] and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at New Delhi for an amount equal to ____% (____e percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the “Guaranteed Amount”) against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

AND WHEREAS the Contractor has approached [*insert the name of the scheduled bank*] (here in after referred to as the “Bank”) having its registered office at [*insert the*

address].....and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

Section 6.4

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PGB to the bank for amendment in price.
- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [*figure of Guaranteed Amount to be inserted here*] only.
- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the Contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is affected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.

- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
- (ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- (x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfill its obligations under the Contract.
- (xi) We have the power to issue this bank guarantee in your favors under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [date of power of attorney to be inserted].....granted to him by the Bank.

Date:

Bank

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

FORM-VI

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the project envisaging construction of the Project in the country of India, including signing and submission of all documents and providing information/responses to SDMC., representing us in all matters before SDMC and generally dealing with SDMC in all matters in connection with our bid for the said project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

For.....

Accepted

..... (Signature)

(Name, Title and address) of the Attorney

Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

FORM-VII
AFFIDAVIT

(To be given separately by the Bidder on Stamp Paper of Rs. ____)

I, S/o, resident of
....., the
..... (Insert designation) of the (Insert
name of the bidder), do solemnly affirm and state as follows :

1. I say that I am the authorised signatory of (Insert name of company) (Hereinafter referred to as “Bidder”) and I am duly authorised by the Board of Directors of the Bidder to swear and depose this Affidavit on behalf of the bidder.
2. I say that I have submitted information with respect to our bid for South Delhi Municipal Corporation (hereinafter referred to as “SDMC”) for the work “***Lifting and Transportation of construction and demolition waste (C&D Waste) on demand from various locations of South Zone, SDMC and disposal to designated SLF site at Okhla or any other site designated by SDMC***” (hereinafter referred to as “Project”) and I further state that all the information submitted by us is accurate, true and correct and is based on our records available with us.
3. I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by SDMC to verify our credentials/information provided by us under this tender and as may be deemed necessary by SDMC
4. I say that if any point of time including the contract period, in case SDMC requests any further/additional relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of SDMC
5. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our Bid Document shall entitle us to be disqualified from the tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.
6. I state that all the terms and conditions of the Bid Document have been duly complied with.

DEPONENT

VERIFICATION:-

I, the above named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.

Verified at, on this day of, 2016.

DEPONENT

FORM-VIII

CERTIFICATE BY CONTRACTOR

Name of Contract:

Name of Place: Period: From To
.....

In Compliance to the provision of the Minimum wages act 1948 and rules made there under in respect of any employees engaged by me/us, I/We hereby declare that the labour engaged by me/us have been fully paid for. In the event of any outstanding due to be payable to any labour/labours engaged by me/us, Corporation is entitled to recover the same from any money due to accruing to me/us in consideration of payment to such labour/labours.

Certified that all valid insurance policies as per GCC clauses are available. Copies of Insurance policies are enclosed/already submitted.

Certified that the EPF Act 1952 the Minimum Wages act, 1948, ESI Act, Contract Labour Act, 1971, Factories, Act, 1948 and Private Security Agencies Regulation Act, 2005 (PSARA ACT) have been fully complied with the me/us. Photocopies of challans for EPF/ESI deposited are enclosed herewith.

The payment has been made to the employees in presence of SDMC authorized representative as per Minimum Wages Act, 1948 (As per latest notification) and Labour law applicable as on date. The attached photocopy of ESI & EPF Challans has been verified from original.

Signature of Contractor with Seal
Executive Engineer (DEMS): (Verified)

FORM-IX

INDEMNITY

(To be filled by Contractor)

I on behalf of M/shereby agree and undertake that I have understood all the safety rules and procedures and all staff working on behalf of M/swill abide by all safety rules and procedures. I declare that I M/swill be responsible for any safety violation/accident etc. SDMC will not be responsible in case of any accident and will not compensate financially or otherwise. I M/s.....declare that all the claim raised by staff deputed by me, shall be borne by me only.

I hereby declare that I am sole responsible on behalf of M/s..... for giving such declaration.

.....
Name of Indemnifier

.....
Signature of Indemnifier

Stamp/seal of the Indemnifier/Contractor

FORM-X

OBLIGATION / COMPLIANCE TO BE ENSURED BY CONTRACTOR

(To be filled by Contractor)

Sl. No.	Items	Compliance of Contractor (To be filled by contractor)	
		Yes	No
1	License for employing contract labour.		
2	Compliance of minimum wages Act by payment of wage on 7 th of every month through Bank or in the presence of nominated representative of employer (SDMC Supervisor/manager)		
3 (a)	Compliance of provision of ESI & PF.		
3 (b)	Ensure treatment in ESI hospital in case of accident/injuries suffered in performance of work and compensation under ESI Act.		
4	Send Accident report to Regional Labour Commissioner (RLC) & ESI authorities.		
5	Observance of working hours, weekly rest and overtime payments as per minimum wages Act-1948.		
6	Observance of Private Security Agencies Regulation Act, 2005 (PSARA ACT).		

Note:- A Non- filling or 'No' by contractor will lead to non eligibility for contractor in further tendering process.

Signature with seal of
Contractor / Proprietor

FORM-XI (A)

NET WORTH CERTIFICATE FROM CA OF THE BIDDER IN THE FOLLOWING
FORMAT

This is certified to the best of our knowledge and information and available records with us that M/s. / Sh. a client of our firm having address as, are / is respectable firm and having the Net worth of Rs.as on 31.03.2020.

This certificate is being issued without any guarantee or responsibility on our firm.

(Signature)

For CA

Note:-

1. CA certificates should be on letter head of their firm, sealed in cover addressed to tendering authority.
2. In case of partnership firm, certificate should include names of all partners as recorded with the CA.

FORM-XI (B)

**SOLVENCY CERTIFICATE FROM BANKERS OF THE BIDDER IN THE FOLLOWING
FORMAT**

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 upto a limit of Rs.
..... (Rs.).

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 fir, certificate should include names of all partners as recorded with the Bank.

FORM-XII

NATURE OF EXPERIENCE

Sl. No.	Sector / Segment (Public / Private / MNC)	Name of the Client	Nature of work	Period	Annual Payment (in Rs.)

Note:

- (1) The nature of work should clearly indicate specific service or overall maintenance
- (2) All completion certificates, client certificates and service agreements should be provided
- (3) The foregoing should exclude revenues from catering services.

FORM-XIII

QUALITY CERTIFICATE

Sl. No.	Name of the Certificate (ISI/OHSAS/International Accreditation Certificate)	Holding Since

Note:

- (1) Copy of the certificate to be attached.