

TENDER DOCUMENT

N.O.W.:-Hiring of Manpower Services (Un-skilled) to Work as SafaiKaramchari for Toilet/ Urinal/CTC Blocks under the jurisdiction of South Delhi Municipal Corporation.



**SOUTH DELHI MUNICIPAL CORPORATION
(ENGINEERING DEPARTMENT)**

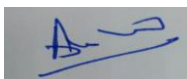
DISCLAIMER

The information contained in this tender document or subsequently provided to Bidder(s) or Bidder's whether verbally or in documentary form by or on behalf of SOUTH DELHI MUNICIPAL CORPORATION (SDMC) 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 SDMC to any parties other than the Bidders 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 SDMC, 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 SDMC, their employees and advisors make no representation or warranty and shall incur no liability under any Law statute rules or resolutions as to be accuracy reliability or completeness of the tender/RFP document.

The SDMC 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 (Pr-I)/West Zone
South Delhi Municipal Corporation**

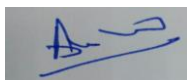


DOCUMENT CONTROL SHEET

N.O.W.- Hiring of Manpower Services (Un-skilled) to Work as Safai Karamchari for Toilet/ Urinal/CTC Blocks under the jurisdiction of South Delhi Municipal Corporation.

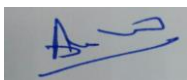
NIT No	EE(Pr-I)/WZ/2020-21/TC/01dated 18/09/2020
Tender Document on Manual Sale & Downloading from SDMC Website.	From 22/09/2020 to 12/10/2020 (Between 10:00 AM to 5:00 PM on all working days from 22/09/2020 to 11/10/2020) On 12/10/2020 from 10:00AM to 2:00 PM
Cost of Tender Document	Rs. 5,000/- (Non-refundable) in the form of Demand Draft/ Pay order in favour of "Commissioner, South Delhi Municipal Corporation" payable at New Delhi.
Last Date for submission of queries/clarifications	29/09/2020 at 03:00 PM
Date for Pre bid Meeting	01/10/2020 at 11:00 AM
Venue of Pre bid Meeting	Conference Hall, Engineering, HQ, SDMC, E- Block, 20th Floor, Dr. S.P. M. Civic Centre, J.L. Nehru Marg, New Delhi-110002.
Issue of Addendum (if any)	06/10/2020
Date & Time for Receipt of bid/tender	12/10/2020 at 03:00 PM Office of the Superintending Engineer (Pr)/NGZ, SDMC, 2 nd Floor, Zonal Office Building, Dhansa Stand, Najafgarh, Delhi-110043
Address for Communication	Executive Engineer (Pr.-I)/WZ, South Delhi Municipal Corporation, Under Dabri Flyover Pankha Road, New Delhi -110058 Ph. No.- 08826690549 E-mail id: eeproject1wz@gmail.com

NOTE: This Tender Document is Non-Transferable.



The Tender Document consists of the following:-

S. No.	Particulars	Page No.
I	Notice Inviting Tender	4-9
II	Instructions to Bidders	10-32
III	General Conditions of the Contract	33-41
IV	Special Condition of Contract	42-43
V	Scope and Schedule of Works/Requirements	44-49
VI	Technical Bid Submission Format	50-65
VII	Financial Bid Submission Format	66-68



SECTION-I
NOTICE INVITING TENDER (NIT)

No.EE(Pr.-I)/WZ/2020-21/TC/

Dated:- 17/09/2020

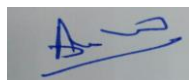
1.1 GENERAL

1.1.1 Name of Work:

South Delhi Municipal Corporation (SDMC) invites Open Tenders/ Bid from eligible Bidders/reputed contractors/firms/companies who fulfill qualification criteria as stipulated in clause 1.1.3 of NIT, for the work of **“HIRING OF MANPOWER SERVICES (UN-SKILLED) TO WORK AS SAFAI KARAMCHARI FOR TOILET/ URINAL/ CTC BLOCKS UNDER THE JURISDICTION OF SOUTH DELHI MUNICIPAL CORPORATION.”** on Item Rate basis in two bid/packet system for regular cleaning and maintaining the Toilet Block/Urinal Block/ Community Toilet Complexes etc. falls under jurisdiction of SDMC.

1.1.2 Key details:-

Approximate Cost of Work	Rs. 5492.00 lacs
Earnest Money	Rs. 65.00 lacs
Tender Document on Sale & downloading from SDMC Website.	From 22/09/2020 to 12/10/2020 (Between 10:00 AM to 5:00 PM on all working days from 22/09/2020 to 11/10/2020) On 12/10/2020 from 10:00AM to 2:00 PM
Cost of Tender Document	Rs. 5,000/-(Non-refundable) in the form of Demand Draft/ Pay order in favour of “Commissioner, South Delhi Municipal Corporation” payable at New Delhi.
Last Date for submission of queries/clarifications	29/09/2020 at 03:00 PM
Date for Pre bid Meeting	01/10/2020 at 11:00 AM
Venue of Pre bid Meeting	Conference Hall, Engineering HQ, SDMC, E- Block, 20th Floor, Dr. S.P. M. Civic Centre, J.L. Nehru Marg, New Delhi-110002
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Date & Time for Receipt of bid/tender	12/10/2020 at 03:00 PM Office of the Superintending Engineer (Pr)/NGZ, SDMC, 2 nd Floor, Zonal Office Building, Dhansa Stand, Najafgarh, Delhi-110043
Date & Time of opening of bid/tender	12/10/2020 at 03:10 PM Office of the Superintending Engineer (Pr)/NGZ, SDMC, 2 nd Floor, Zonal Office Building, Dhansa Stand, Najafgarh, Delhi-110043
Address for Communication	Executive Engineer (Pr.-I)/WZ, South Delhi Municipal Corporation, Under Dabri Flyover Pankha Road, New Delhi -110058 Ph. No.– 08826690549 E-mail id: eeproject1wz@gmail.com



The Tender documents can be purchased from the office of Executive Engineer (Pr.-I)/West Zone/SDMC at the address given below between 10:00 AM to 5:00 PM on all working days from 22/09/2020 to 11/10/2020 & from 10:00AM to 2:00 PM on 12/10/2020 on payment of Rs. 5,000/- (Rupees Five Thousand only) in cash or non-refundable, in the form of Demand draft/Pay Order in favor of "Commissioner, South Delhi Municipal Corporation". The Tender document is non-transferable.

Executive Engineer (Pr.-I)/WZ,
South Delhi Municipal Corporation,
Under Dabri Flyover
Pankha Road, New Delhi -110058
Ph. No.– 08826690549
E-mail id: eeproject1wz@gmail.com

The TENDER DOCUMENT may also be downloaded from the official website of SDMC, i.e. www.tenderwizard.com/SOUTHDMCETENDER (tender portal) & <http://mcdonline.gov.in/> on or before 14:00 Hrs of 12/10/2020. The downloaded bid documents may be used for tender purposes accompanied with a Demand draft/Pay Order of Rs. 5,000/- (Rupees Five Thousand only) non-refundable in favour of "Commissioner, South Delhi Municipal Corporation" towards the tender cost to be submitted along with tender submission.

1.1.3: QUALIFICATION CRITERIA:

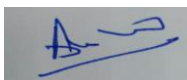
1.1.3.1: Eligible Bidders:

- i. The tenders for this contract will be considered only from those tenderers having legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956. **Bidder in the form of JV/consortium, Proprietorship and Partnership is not permitted.**
- ii. Tenderers shall not have a conflict of interest. All Tenderers found to have a conflict of interest in this tender process shall be disqualified. Tenderers shall be considered to have a conflict of interest, if:
 - (a) One firm applies for tender both as an individual firm and in a Group.
 - (b) If Tenderers in two different applications have controlling shareholders in common.
 - (c) Submit more than one application in this tender process.
 - (d) If the Tenderer has participated as a Contractor in the preparation of the design or technical specifications of the works that are the subject of this tender.
- iii. 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 in Performa of **Annexure-H**.

1.1.3.1.a: ELIGIBILITY CRITERIA FOR TECHNICAL COMPLIANCE OF THE BIDDER

To be eligible for evaluation of its proposal, the Bidders have to fulfil the following conditions.

- a) **Legal Valid Entity:** The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956. Bidder in the form of JV/consortium, Proprietorship and Partnership is not permitted. A proof for supporting the legal validity of the Bidder shall be submitted along with Technical Bid.



- b) **Registration:** The Bidder shall be registered with the Income Tax Department, GST Department (with valid GST/TAN and PAN Numbers) and also registered under the Labour Laws, Employees Provident Fund Organization, Employees State Insurance Corporation etc.
- c) **Clearance:** The Bidder shall also have clearance from Sales/GST Department, and Income Tax Department. Relevant proof in support shall be submitted.
- d) **Experience:** The Bidder shall have experience in providing manpower / facility management in the Government Departments / Public Sector Undertaking (Central or State) for the last five consecutive years. In case no bidder has provided government experience / public sector undertaking experience, then the bidders with experience in reputed organizations may be considered by the competent authority of the SDMC.

1.1.3.1.b Documents Supporting the Minimum Eligibility Criteria

- (i) In proof of having fully adhered to the minimum eligibility criteria, duly certified copy of Certificates of Incorporation issued by the respective Registrar of Firms/Companies.
- (ii) In proof of having fully adhered to minimum eligibility criteria, duly certified copies of PAN/TAN and GST Numbers, Labour Registration, EPFO Registration, ESIC Registration etc. shall be acceptable.
- (iii) In proof of having fully adhered to minimum eligibility criteria, duly certified copies of Clearance Certificate (Last three years returns) from Sales/Service Tax Department, Income Tax Department shall be acceptable.
- (iv) Copy of the Audited Balance Sheets for the completed three financial year i.e. for 2016-17, 2017-18 and 2018-19 duly certified by Chartered Accountant.
- (v) Duly certified copy of manpower wages roll and EPFO Challan in support of available manpower (As submitted to EPFO) in respect of the previous four quarters shall be acceptable.

1.1.3.2 Minimum Eligibility Criteria:

A) WORK EXPERIENCE

The bidder/Tenderer shall have experience of successfully completed during the last 7 (seven) years ending previous day of Last Date of Submission of tenders(i.e. 04.10.2020)

- (i) **Three** similar works* costing not less than **Rs. 732.00 lacs in One Year (40%)OR**
- (ii) **Two** similar works* costing not less than **Rs. 1098.00 lacs in One Year (60%)OR**
- (iii) **One** similar work* costing not less than **Rs. 1464.00 lacs in One Year (80%)**

***Similar works** means the **“Providing Manpower Services on Hiring Basis for cleaning and maintaining the Public Buildings etc. in India”**

AND in addition to the above

- a) One completed work of any nature (either part of “Providing Manpower Services on Hiring Basis for cleaning and maintaining the Public Buildings etc.” or a separate one **costing not less than Rs. 732.00 lac” (40%of the Estimated Cost)** with some Central Government Department/State Government Department/Central Autonomous Body/Central Public Sector Undertaking during the last 7 years ending previous day of Last Date of Submission of tenders(i.e. 04.10.2020)
- b) **The Tenderer/Bidder shall have their office in NCR of Delhi**



Notes:

- (i) The value of the executed/ completed works shall be **updated up to** previous day of Last Date of Submission of tenders(i.e. 04.10.2020) 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 in the Performa of Annexure 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. as per **Annexure-“C”** of Appendix-20 of CPWD Manual 2019 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 client, 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 04.10.2020 will also be considered for qualification of work experience criteria.
- (iv) The tenders for this contract will be considered only from those tenderers having legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956. **Bidder in the form of JV/consortium, Proprietorship and Partnership is not permitted.**

a. FINANCIAL STANDING

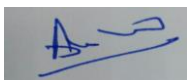
- (i) **Annual Turnover:** The Average Annual Financial Turnover (**from House-keeping**) of bidder shall be not less than **Rs.2746.00 Lacs** (50% of the Approx./Estimated cost) during last three financial years ending 31st March, 2019.
- (ii) **Profitability:** The bidder should not have incurred any loss more than 1 year during the last 3 years ending 31st March, 2019.
- (iii) **Networth:** The bidder should have a Net Worth of more than **Rs. 824.00 Lacs** (15% of Estimated Cost)

2 The tender documents consist of Notice Inviting Tender, Instructions to Bidders, General Conditions of the Contract, Term of Reference (TOR) for the Proposal, Technical Bid Submission Format, Financial Bid Submission Formats and Annexure “A to J”. The tender/RFP document may be obtained by any interested eligible bidder on the submission of written application and upon the payment of a non-refundable fee of Rs.5,000/- (Rupees Five Thousand only) in the shape of demand draft in favor of Commissioner, SDMC. The tender/ RFP documents may also be downloaded from SDMC website www.tenderwizard.com/SOUTHDMCETENDER tendering portal & www.mcdonline.gov.in and the same be used for tender purpose by paying a tender fee of Rs.5,000/- (Rupees Five Thousand only) in the shape of demand draft in favour of Commissioner, SDMC.

3 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**



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.

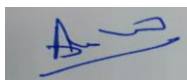
The Tenderer must submit a Tender Document duly filled with prescribed documents in sealed cover in the Office of the Superintending Engineer (Pr)/NGZ, SDMC, 2nd Floor, Zonal Office Building, Dhansa Stand, Najafgarh, Delhi-110043 on 12/10/2020, upto 03:00 PM and technical bid will be opened on the same day at 03:10 PM.

- 4 The Technical and Financial Proposals shall be submitted in two separate covers clearly marked “**Technical Bid**” and “**Financial Bid**” along with non-refundable tender document fee Rs. 5000/-(Rupees Five thousand only) in the shape of demand draft in favour of Commissioner, SDMC , in case of down load of tenders from website
- 5 Part-I (Technical Bid) will be opened on 12/10/2020 in the presence of Bidder’s representatives who choose to attend at 03:10 P.M. in the Office of the Superintending Engineer (Pr)/NGZ, SDMC, 2nd Floor, Zonal Office Building, Dhansa Stand, Najafgarh, Delhi-110043.
- 6 **Bids not accompanied by Earnest Money & Tender Cost will be considered as non-responsive and summarily rejected.**
- 7 Technical Bid (Duly Spiral Bind with Page Number and Index) and Tender Document including Price Bid shall be submitted simultaneously on due date and time. Only Technical Bid of all the responsive bidders shall be opened on the due date. The Financial Bid/ Price Bid shall be kept sealed in safe custody. The Financial Bid/Price Bid of only those successful tenderers will be opened, who will qualify in the technical bid on the basis of their technical proposal and along with other details given in the technical bid. The sealed price bid of unsuccessful bidder in technical bid shall be duly returned unopened.
- 8 Financial Bid of those Bidders not substantially responsive/unsuccessful bidders shall be returned to the Bidders unopened. All the proposals will be assessed in accordance with good professional practice. The weightages and associated specific technical evaluation criteria is given as under:-

Technical Bid


S.NO	PARAMETER	SCORE
1	Technical Bid	100
1.1	Financial Strength/Standing	30
1.2	Experience in Similar work	20
1.3	Performance (Quality) in similar works (last seven years)	15
1.4	Numbers of Year in Operation	15
1.5	Number of Manpower on Rolls	10
1.6	Quality Assurance Certification of the Company	10

- 9 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 as mentioned in section 8 above. The final qualifying Bidder for the assignment will be the one whose financial bid is lowest amongst the qualifiers.



- 10 If any information furnished by the Bidder is found incorrect at a later stage, he shall be liable to be debarred from tendering/ taking up of work in SDMC. The department reserves the right to verify the particulars furnished by the Bidder independently. Conditional Tenders are liable to be rejected.
- 11 All information contained in this package should be treated as confidential and Bidders are required to limit dissemination on a need-to-know basis.
- 12 The tenderer may obtain further information/ clarification, if any, in respect of these tender documents from the office Executive Engineer(Pr.-I)/WZ, South Delhi Municipal Corporation
- 13 All 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.
- 14 Late tenders (received after due date and time of tender submission) shall not be accepted under any circumstances.
- 15 Tenders shall be valid for a period of **180 days** from the latest date of submission of tenders.
- 16 If any of the above days happen to be holiday, then the tenders will be Sold/ Received and opened on the next working day at the same time.
- 17 SDMC 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 SDMC for rejection of his proposal.

**Executive Engineer (Pr.-I)/WZ
South Delhi Municipal Corporation**



SECTION II

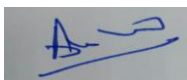
INSTRUCTIONS TO BIDDERS

1. General

The Bidders are invited to submit a technical and a financial proposal for the work of **“HIRING OF MANPOWER SERVICES (UN-SKILLED) TO WORK AS SAFAI KARAMCHARI FOR TOILET/ URINAL/ CTC BLOCKS UNDER THE JURISDICTION OF SOUTH DELHI MUNICIPAL CORPORATION.”**The SDMC will select firm among the shortlisted firms in accordance with the method of selection indicated in this tender documents. The proposal will be the bases for contract negotiations and ultimately signing the contract with selected firm.

Those instructions set out the requirements for the preparation of proposal in a form acceptable to the South Delhi Municipal Corporation (hereinafter referred to as “SDMC”).

- 1.1 The tenderers shall read all instructions, terms & conditions, contract clauses, nomenclature of items, specifications, tender drawings, etc. contained in the tender document, very carefully before quoting the rates.
- 1.2 Throughout these bidding documents, the term “bid” and “tender” and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, etc.) are synonymous.
- 1.3 For the Bidding / Tender Document Purposes, ‘**South Delhi Municipal Corporation**, shall be referred to as ‘SDMC’ and the Bidder / Successful Bidder shall be referred to as ‘Contractor’ and / or Bidder or interchangeably.
- 1.4 The Bidding Company should **only** be a Limited / Private Limited Company, registered under the Companies Act, 1956. **Bidding in the form of Proprietorship Company or JV/ Consortium or Partnership is not permitted.**
- 1.5 The Tenderers, to qualify for award of Contract, shall submit a written power of attorney authorizing the signatories of the Tender to commit on behalf of the bidder.
- 1.6 The original and all copies of the tender shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) **and all the pages of the original and all copies shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer (as per the Power of Attorney submitted by the tenderer).** All pages of the Tender, where entries or amendments have been made, shall be initialed and dated by the authorized person or persons signing the Tender on behalf of the tenderer. No page shall be removed/ detached from this tender document.
- 1.7 Tender Form should be signed and witnessed indicating full address of witness and the names of signatories. The Tender shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed and dated by the person or persons signing the Tender.
- 1.8 The Tenderer is expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of the Tender documents will be at the Tenderer’s own risk. **Tenders that are not substantially responsive to the requirements of the Tender documents will be rejected.**
- 1.9 The Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Documents.
- 1.10 Tenderers, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other condition of any sort including any condition or a conditional rebate, **will be summarily rejected.**



- 1.11 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. The rate(s) must be quoted in decimal coinage. Amount must be quoted in full rupees by ignoring up to fifty paise and considering more than fifty paise as rupee one. In case of any ambiguity between quoted percentage rates and quoted amount, the quoted percentage rate shall be final and will be considered & accepted.
- 1.12 The contractor 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.
- 1.13 **The requirements of manpower is tentative and may increase or decrease at the sole discretion of the Engineer-in-charge. No claim of the bidder/contractor shall be entertained at any stage in this regard.**
- 1.14 The Tenderer shall submit a Power of Attorney in favour of his Authorized Signatory to submit the tender and all the documents required for his Technical & Financial Bid. The tenderer shall submit tender document purchased/downloaded by him duly signed & stamped by his Authorized Signatory.
- 1.15 The bidder should designate one person (“Contact Person” and “Authorized representative and Signatory”) authorized to represent the bidder in its dealings with South Delhi Municipal Corporation. The “contact person” and Authorized representative and signatory shall sign the Acknowledgement of Receipt of request of proposal document. This designated person should hold the Power of Attorney and be authorized to perform all tasks including but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the bidder, tenderer etc. The covering letter submitted by the bidder shall be signed by the Authorized Signatory and shall bear the stamp of the entity thereof. It will be better that the contact person should have Delhi address to avoid delay in communication/response.

2. Invitation of Submit a Proposal

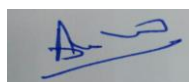
Section	Title
I	Notice Inviting Tender
II	Instructions to Bidders
III	General Conditions of the Contract
IV	Special Condition of Contract
V	Scope and Schedule of Works/Requirements
VI	Technical Bid Submission Format
VII	Financial Bid Submission Format

3. Clarifications

Bidders requiring any clarification on the tender document may notify SDMC in writing. Reply/ clarifications for any query from any Contractor shall be uploaded on SDMC website <http://mcdonline.gov.in>. No correspondence in any form shall be made with any of the bidder. All correspondence / enquiries should be submitted to the following in writing by registered post / courier.

Address:

Executive Engineer (Pr.-I)/WZ,
South Delhi Municipal Corporation,
Under Dabri Flyover
Pankha Road, New Delhi -110058
Ph. No.– 08826690549
E-mail id: eeproject1wz@gmail.com



3. Amendments to Tender/RFP

- 3.1 At any time prior to the Proposal Due Date, as indicated in the tender documents, Time Schedule, SDMC may, for any reason, whether at its own initiative or in response to clarifications requested by Bidder, amend the tender documents by the issuance of corrigendum.
- 3.2 Any Addendum thus issued would be up loaded on MCD website <http://mcdonline.gov.in>.
- 3.3 In order to afford Bidders reasonable time to take the corrigendum into account, or for any other reason, SDMC may, its discretion, extend the Proposal Due Date.
- 3.4 Without prejudice to the order of preference as specified, the provisions in such addenda shall take priority over the Invitation to Tender and Tender Documents issued previously. Tenderers should acknowledge receipt of such addenda and include them in the tender submittal.

4. Language and Currency.

- 4.1 The Proposal and all related correspondences and documents shall be written in English language.
- 4.2 The Currency of the Proposal and Payment shall be the **Indian Rupee (INR)**.

5. Validity of Proposal

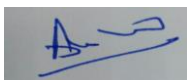
- 5.1 The Proposal shall remain valid for a period not less than **One hundred and eighty days (180) days** from the Proposal Due Date. SDMC reserves the right to reject any proposal/all proposals that does not meet this requirement without assigning any reasons.
- 5.2 Prior to expiry of the Proposal Validity Period, SDMC may request the Bidders to extend the period of validity for a specified additional period.
- 5.3 The Successful Bidder shall, where required, extend the Proposal Validity Period till the date of execution of the consulting contract.

6. Site Visit

Bidder may carry out site visit at any time at their cost and satisfy themselves before submitting their tenders. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions / local conditions and other factors having a bearing on the execution of the work.

7. The technical proposal must provide the following information:

- i) Power of Attorney of a person(s) duly authorized to sign on the behalf of the tenderer.
- ii) Structure and organization of the firm with complete details as per **Annexure – A, Section-VI**.
- iii) Financial details/information as per **Annexure – B, Section-VI**.
- iv) Details of all similar works completed in the last seven years as Design Contractors as per **Annexure – C**. The expenditure so claimed need to be supported with experience certificate issued by the client and signed by an officer not below the rank of Executive Engineer.
- v) Details of all projects underway/ awarded as Design Contractor as per **Annexure-D, Section-VI**.
- vi) Performance on Completed or ongoing works shall be furnished as per **Annexure– E, Section-VI**.

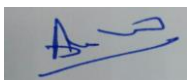


- vii) Details of Key Technical and Administrative /Management Personnel as per **Annexure– F, Section-VI** and their CV's.
- viii) Anti – Collusion certificate as per **Annexure – G, Section-VI**.
- ix) Undertaking for not Blacklisted as per **Annexure- H, Section-VI**.
- x) Integrity Agreement as per **Annexure-I, Section-VI**.
- xi) Net Worth Certificate as per **Annexure-J, Section-VI**.
- xii) Any additional information required as per this document.

Note - The Technical proposal shall not include any financial information.

8. Preparation of Financial Proposal

- 8.1a. Education Cess, Labour Cess or any other tax etc. as applicable on date of submission of tender shall be paid by the contractor himself. The contractor shall quote his rates considering all such Taxes. **The quoted rates of the bidder for Hiring of Manpower Services should be inclusive of all the Taxes, Duties, Cess etc except Goods & Service Tax.**
- 8.1b. Total Consolidated monthly amount (including Minimum Wages and Contractor Charges etc.) per person should be quoted by the bidder under each of the category separately. **The ESI, EPF, EDLI, Statutory Bonus and any other Statutory Deductions etc. shall be reimbursed to the contractor by the Engineer-in-charge after satisfying that it has been actually and genuinely paid by the contractor to his deployed employees. A certificate to this effect from a Chartered Accountant is also to be submitted.**
- 8.2 The Contractor is liable to pay Goods & Service Tax for the work/services rendered to SDMC, shall specifically mention the GST Registration No. in their Invoice(s). Further the amount and the rate of Goods & Service Tax shall be separately and distinctly specified in the Invoice(s). **The GST shall be reimbursed to the contractor by the Engineer-in-charge after satisfying that it has been actually and genuinely paid by the contractor to the concerned Authorities. A certificate to this effect from a Chartered Accountant is also to be submitted.**
- 8.2 (a) For payment of GST, serially numbered invoice bill shall be issued by the service provider and should also specify the following:
 - i) The name, address and registration no. of the service provider.
 - ii) The name, address of the recipient of the taxable service.
 - iii) Description, classification and value of taxable service provided and the GST payable on such services.
- 8.3 **Quoted Cost must be expressed (and will be paid) only in Indian Rupees (INR).**
- 8.4 The bidders who are Non Residents Indian (NRI) or are from outside India shall have their office in India.



9. Submission of Proposal

- 9.1 Bidders/tenderer would provide all the information as per this tender document and in the specified format. SDMC reserves the right to reject any Proposal that is not in the specified format.
- 9.2 The Proposal should be submitted in two covers along with Tender Cost (In case of down load of tenders from website) and Earnest Money.

Part I – Technical Bid

Technical Bid (duly Spiral Bind with Page Numbering) as per the format described in Section-V, along with relevant supporting documents.

Part II – Financial Bid

Financial Bid as per the financial bid format described in Section-VII.

- 9.3 The Bidder shall prepare one original copy of the Proposal, clearly marked "ORIGINAL". In addition, the Bidder shall make one more copy of the Proposal, clearly marked "DUPLICATE". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 9.4 If the proposal consists of more than one volume. Bidder must clearly number the volumes and provide an indexed table of contents.
- 9.5 The Proposal and its Copy shall be typed or printed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal.
- 9.6 An authorized representative of the firm should initial all pages of the proposal, and also submitted the proof of authorization.

10. Sealing and Marking of Proposals

- 10.1 The Bidder shall seal the Part I and Part II of the Proposal in separate envelopes, duly marking the envelopes as "PART I: TECHNICAL BID" and "PART II: FINANCIAL BID".
- 10.2 The original and duplicates of the Proposal shall be provided in separate envelopes, duly marking the outer envelopes as "ORIGINAL" and "DUPLICATE".
- 10.3 All the envelopes shall indicate the Name and Address of the Bidders.
- 10.4 All the envelopes shall clearly bear the following identification:

N.O.W.- HIRING OF MANPOWER SERVICES (UN-SKILLED) TO WORK AS SAFAI KARAMCHARI FOR TOILET/ URINAL/ CTC BLOCKS UNDER THE JURISDICTION OF SOUTH DELHI MUNICIPAL CORPORATION.

- 10.5 All the envelopes shall be addressed to:

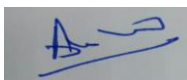
Address: Office of the Superintending Engineer (Pr)/NGZ, SDMC,
2nd Floor, Zonal Office Building,
Dhansa Stand, Najafgarh, Delhi-110043

- 10.6 If the envelopes are not sealed and marked as instructed above, the Proposal may be deemed to be non-responsive and liable for rejection. SDMC assumes no responsibility for the misplacement or premature opening of the proposal submitted if the same is not in accordance with the prescribed format.

11. Proposal Due Date

- 11.1 Proposal should be submitted before 15:00 Hrs (IST) on or before 12/10/2020 at the address:

Office of the Superintending Engineer (Pr)/NGZ, SDMC,
2nd Floor, Zonal Office Building,
Dhansa Stand, Najafgarh, Delhi-110043



11.2 SDMC, at its sole discretion, may extend the Proposal Due Date by issuing an Corrigendum.

11.3 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 will be opened on next working day, time and venue remaining unaltered.

12 Late Proposals.

Any Proposal received by SDMC after the Proposal Due Date and time will be returned unopened to the Bidder.

13 Modification and Withdrawal of Proposals.

13.1 The Bidder may modify or withdraw its Proposal after submission, provided that written notice of the modification or withdrawal is received by SDMC before the Proposal Due Date. No Proposal shall be modified or withdrawn by the Bidder after the Proposal Due Date.

13.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 10 with envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" and also "PART I: TECHNICAL BID" or "PART II: FINANCIAL BID" as appropriate.

14 Earnest Money

a) The Tender shall be submitted along with Earnest Money of Rs. 65,00,000/- (Rupees Sixty Five Lacs only).Rs 20.00Lacs shall be accepted only in the form of Treasury Challan /deposited at Call Receipt of a Scheduled Bank guaranteed by the Reserve Bank of India/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, South Delhi Municipal Corporation" and balance may be accepted in form of unconditional Bank Guarantee in favour of Commissioner, South Delhi Municipal Corporation issued by a scheduled bank valid up to 08 (Eight) months from date of submission of bids. The proforma of Earnest Money (in the form of Bank Guarantee) is as per Appendix-1 of NIT. Any bid not accompanied by an acceptable Earnest Money shall be summarily rejected by the SDMC as nonresponsive.

b) The Earnest Money of unsuccessful Bidders will be returned after the expiration of the period of bid validity on receipt of written request.

c) Forfeiture of Earnest Money

(1) If any tenderer withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money absolutely. This provision would naturally apply only to the lowest tenderer once the earnest money of all the tenderer except those of the lowest is refunded as per provisions under para 14 (b) above.

(2) If contractor fails to furnish the prescribed performance guarantee within the prescribed period, the earnest money is absolutely forfeited automatically without any notice.



(3) In case of forfeiture of earnest money as prescribed in 1 and 2 above, the tenderer shall not be allowed to participate in the retendering process of the work.

- d) Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the upto date amount of security deposit starts exceeding the earnest money.

15 Test of Responsiveness

15.1 Prior to evaluation of Proposals, SDMC will determine whether each Proposal is responsive to the requirements of the tender documents. A Proposal shall be considered responsive if:

- a) It is received before 1500 Hrs. (IST) on the Proposal Due Date.
- b) Proposals are accompanied by Earnest Money as in Clause 14.
- c) The Tender Cost submitted (in case the tender document downloaded from the web site) with Technical Bid.
- d) Power of Attorney of a person(s) duly authorized to sign on the behalf of the tenderer
- e) It is signed, sealed and marked as stipulated in Clause 10.
- f) It contains the information and documents as requested in tender documents.
- g) It contains information in the format as specified in tender documents.
- h) It mentions the validity period as set out in Clause 5.
- i) It provides the information in reasonable details ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by SDMC without communication with the Bidder). SDMC reserves the right to determine whether the information has been provided in reasonable detail.
- j) There are no inconsistencies between the Proposal and the supporting documents.

15.2 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one which.

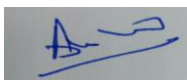
- a) Affects in any substantial way, the scope, quality or performance of the Project or
- b) Limits in any substantial way, inconsistent with the tender document, SDMC's rights or the Bidder's obligations under the agreement, or
- c) Unfairly affects the competitive position of other Bidder presenting substantially responsive bids.

15.3 SDMC reserves the right to reject any Proposal which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by SDMC in respect of such Proposals.

16 CLARIFICATION ON TECHNICAL BID EVALUATION.

16.1 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 SDMC may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the SDMC shall not be considered. The SDMC's request for clarification and the response shall be in writing.

16.2 If the bidder does not provide clarifications of his bid by the date and time set in the SDMC's request for clarification, his bid may likely to be rejected as non- responsive.



- 16.3 SDMC 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.
- 16.4 **Pre-bid meeting:** Pre-bid meeting will be held on 01/10/2020 at 11:00am in the Conference Hall, Engineering, HQ, SDMC, E- Block, 20th Floor, Dr. S.P. M. Civic Centre, J.L. Nehru Marg, New Delhi-110002.

17 Performance Guarantee/Security

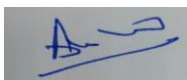
17.1 Within 15 (Fifteen) days from the date of issue of the Letter of Acceptance from the SDMC, the Successful Bidder shall submit an irrevocable Performance Guarantee/Security in an amount of **5% (Five percent)** of the Contract Price/Tendered Value in the form of a Bank Guarantee / Demand Draft / Fixed Deposit Receipt issued by a Scheduled Bank in India in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement as specified in Clause 2 of Section III (General Conditions of Contract). This Performance Guarantee (PG)/Security shall be submitted by the successful bidder/contractor in favour of Commissioner, SDMC in accordance with the Instructions to Bidder and shall be issued in a form acceptable to the SDMC and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Guarantee (PG)/Security shall remain valid beyond six months beyond the date of completion of all the contractual obligations of Contractor.

17.2 Failure of the successful Bidder to provide the requisite Performance Security in accordance with the requirements of Clause 17.1 shall constitute grounds for annulment of the award and forfeiture of the Earnest Money made at the time of bidding/tender submission.

17.3 RECOVERY OF SECURITY DEPOSITS:-

An amount equivalent of 5% of the total amount payable to the Contractor shall be deducted progressively from each bill towards security deposit for fulfilling the terms of this agreement faithfully and diligently till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. This is in addition to the performance guarantee that the contractor is required to deposit. **Unless otherwise required under the provisions of agreement the security deposit @ 5% of tendered value/contract price of the work shall remain in force for a period of Six Months after the issue of completion certificate of work.**

All compensations or the other sums of money payable by the contractor 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 contractor by SDMC 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 contractor 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 contractor 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.5(Five) Lacs subject to the conditions that amount of such bank guarantee, except last one, shall not be less than Rs.5(Five) Lacs.

18 Pre-bid Meeting:

- 18.1 If required, the Bidder or his official representative will be invited to attend a pre-bid meeting which will be held in the Conference Hall, Engineering, HQ, SDMC, E-Block, 20th Floor, Dr. S.P. M. Civic Centre, J.L. Nehru Marg, New Delhi-110002.
- 18.2 The Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 18.3 The Bidder is requested to submit any question in writing or by E-mail to reach the office of Executive Engineer (Pr-I)/WZ, SDMC on or before 29/09/2020.

19 Evaluation of Proposal

The SDMC 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 tendering evaluation shall be done on weightage with 70% to Technical Evaluation and 30% to financial evaluation.

The specific evaluation criteria is given as under:-

S.NO	PARAMETER	SCORE
1	Technical Bid	100
1.1	Financial Strength/Standing	30
1.2	Experience in Similar work	20
1.3	Performance (Quality) in similar works (last seven years)	15
1.4	Numbers of Year in Operation	15
1.5	Number of Manpower on Rolls	10
1.6	Quality Assurance Certification of the Company	10

Financial submission of only those Bidders who achieve at least fifty percent marks in each & seventy percent marks in aggregate for their technical proposal would be opened. The total marks obtained by a Bidder in the technical bid shall be allocated 70% of technical weightage and the financial bids shall be allocated 30% of the financial weightage, and thereby making a total of 100% weightage for the complete bidding.

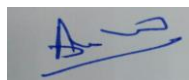
Illustration 1 (for Technical Weightage)

*If a Bidder has secured 80 marks out of the total 100 marks in technical evaluation, his technical **evaluation value shall be:56** i.e. {80 x 70%}*

20. Evaluation Methodology

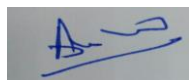
20.1 Technical Bid Evaluation (100 Marks)

- a. This score shall be based on an assessment of the Technical Submission of the Bidder. The total maximum points under this evaluation of Technical Proposal are 100 marks.



1.1	Financial Strength (last three years) (only for profit making organization) i. Average annual turnover - 24 Marks ii. Solvency Certificate - 6 Marks 60% marks for minimum eligibility criteria & 100% marks for twice the minimum eligibility criteria or more. In between this on pro rate basis).	30
1.2	Experience in similar works (last 7 years) The Bidder/Tenderer shall have experience of successfully completed during the last 7 (seven) years ending in the month of March 2020(i.e. 31.03.2020) (i) Three similar works* costing not less than Rs. 732.00 lacs in One Year (40%)OR (ii) Two similar works* costing not less than Rs. 1098.00 lacs in one year (60%)OR (iii) One similar work* costing not less than Rs. 1464.00 lacs in one year(80%) *Similar works means the “ Providing Manpower Services on Hiring Basis for cleaning and maintaining the Public Buildings in India ” (60% marks for minimum eligibility criteria & 100% marks for twice the minimum eligibility criteria or more. In between this on pro rate basis).	20
1.3	Performance (Quality) in similar works (last seven years) i. Very Good/Outstanding 15 ii. Good 12 iii. Fair/ Satisfactory 08 iv. Poor 00	15
1.4	Numbers of Year in Operation i. Upto3 years 03 ii. More than 3 years and upto06 years 05 iii. More than 06 years and upto10 years 10 iv. More than 10 years 15	15
1.5	Number of Manpowers on rolls i. Upto3000 04 ii. More than3001 and upto6000 06 iii. More than 6001 and upto10000 08 iv. More than 10000 10	10
1.6	Quality Assurance Certification of the Company i. ISO (Less than 5 years) 02 ii. ISO (5-10 years) 02 iii. SA 8000 02 iv. OHSAS 18001or Equivalent 02 v. Any other International Accreditation Certificate 02	10
Total		100

- 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 SDMC evaluation committee. The marks so assigned by SDMC or 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 in Clause 20.1
- e. The Benchmark Score to be achieved for technical submission will be decided by the SDMC Evaluation Committee.



20.2 Financial Bid Opening Procedure

- a. Financial proposals shall be opened for only those Bidders who would have obtained benchmark (as per clause 20.1 of I.T.B.) score in technical bid section.
- b. SDMC shall notify in writing to the technically qualified bidders only that pass the minimum technical score, and intimate the date and time for opening their financial proposal. On opening the financial proposals, the SDMC will notify the concerned Bidders.
- c. The Financial Bids of all the technically qualified 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.
- d. All the technically qualified bidders/their authorized representatives present at the time of opening of the Financial Bids shall be required to submit the Authorisation letter and shall be asked to sign on Bid Opening Register/Documents.
- e. Any bidder objecting to the same shall be disqualified and his financial bid shall be returned on the spot.
- f. Absence of bidders or their authorized representatives shall not impair the legality of the process.
- g. 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.
- h. 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 as explained in above.

21. FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER

- 21.1 The financial evaluation shall be carried out and financial bids of all the bidders shall be given 30% of weightage.
- 21.2 The Bidder with the lowest bid Prices (L1) shall be assigned full 30 marks (i.e. 30% x 100) and his total scores of the bid shall be as per Illustration 2 below:

Illustration 2

If the Bidder at Illustration 1 is L-1 Bidder and quoted Rs.100/- for being L-1, then his total value shall be 86 i.e. (56 Technical Value + 30 Financial Value)

- 21.3 The financial scores of the other bidders (i.e. L-2, L-3...ad so on) shall be computed as under and as explained at Illustration 3 below:

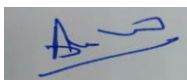
$30 \times \text{Lowest Value (L-1 Price)} / \text{Quoted Value (L-2 OR L3..)}$

Illustration 3

If the Bidder at Illustration 1 is L-2 Bidder and he quoted Rs.125, therefore 30% being the weighted value, the financial scores for L-2 shall be computed as under

$30 \times 100 \text{ (lowest prices-L1)} / 125 \text{ (quoted prices - L2)} = 24 \text{ (financial score)}$

Therefore L-2 Bidder shall have total value of 80 (56 Technical Value + 24 Financial Value)



- 21.4 The Bidders' ranking shall be arranged depending on the marks obtained by each of the bidder both in Technical Evaluation and Financial Evaluation.
- 21.5 The Bidder meeting the minimum eligibility criteria and with the **highest marks/ rank** (i.e. the **total** of technical evaluation marks and financial evaluation marks) shall be deemed as the **successful Bidder** and shall be considered eligible L-1 Bidder for further process.
- 21.6 If there is a discrepancy between words and figures, the amount in words shall prevail.

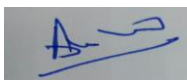
21.7 Negotiations

- 21.7a: The objective of negotiations is to reach an agreement on all points and sign a contract. The negotiations shall be held with the lowest bidder amongst the qualifiers.
- 21.7b: Negotiations will include discussions on technical proposal, work plan, staffing and on the financial bid.
- 21.7c: In the event the negotiations fail with lowest Bidder, SDMC will have liberty to negotiate with the next lowest bidder.

22 SDMC's Right to Accept or Reject Proposal

SDMC 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 Consultancy Contract, without liability or obligation for such acceptance, rejection and annulment.

- 22.1 SDMC may reject the tender that is considered to be substantially non-responsive to the requirements of the Proposal. Such matters may include:
- Incorrect or Fraudulent Power of Attorney
 - Incorrect or Fraudulent Tender Security
 - Tender Guarantee is "called-in" by SDMC
 - Qualifications relating to the Proposal
 - Deviations relating to the Scope of Work
 - Incomplete Technical Proposal
 - Major inadequacies in the technical offer.
 - Tenderer requires an increase in Tender Offer price during negotiations
 - Failure to sign the Contract
 - Failure to provide the Performance Guarantee.
- 22.2 SDMC reserves the right to invite revised Proposals from Bidders with or without amendment of the RFP/tender document at any stage, without liability or any obligation for such invitation and without assigning any reason.
- 22.3 SDMC reserves the right to reject any Proposal at any time:
- a) A material misrepresentation made at any stage in the bidding process is uncovered;
- or**
- b) The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the proposal.



This would lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Successful Bidder get disqualified / rejected, then SDMC reserves the right to:

- i Declare the bidder bidding the next lowest bid, as the Preferred Bidder, and where warranted, invite such Bidder to equal or lower the rates secured by such disqualified Successful Bidder; or
- ii Take any such measure as may be deemed fit in the sole discretion of SDMC, including annulment of the bidding process.

22.4 Conditional proposals shall not be accepted.

23 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the short-listed bidders would not be disclosed to any person not officially concerned with the process. SDMC would treat all information submitted as part of the Proposal in confidence and will ensure that all who have access to such material treat it in confidence. SDMC would not divulge any such information unless ordered to do so by any Government authority that has the power under law to require its disclosure.

24 Canvassing, whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

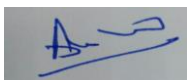
25 Any effort by a tenderer to influence the Employer/Engineer in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of the tenderers tender.

26 The contractor shall not be permitted to tender for works in SDMC (responsible for award and execution of contracts) in which his near relative is posted as Accounts Officer or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in SDMC. Any breach of this condition by the contractor would render him liable to be removed from the list of pre-qualified contractors for this work.

27 No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in the Engineering Department of the SDMC is allowed to work as a contractor for a period of one year after his retirement from service, without the prior written permission of the SDMC in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the SDMC as aforesaid before submission of the tender or engagement in the contractor's service.

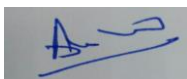
28 The tenderer is not allowed to make any modifications in the terms and conditions of the tender documents, which are not acceptable to the department, after submission of tender.

29 Technical Bid and Tender Document including Price Bid shall be submitted simultaneously on due date and time. Only Technical Bid shall be opened on that date of all the tenderers. The Financial Bid/ Price Bid shall be kept sealed in safe custody. The Financial Bid/Price Bid of only those successful tenderers, who will qualify in the technical bid on the basis of their technical proposal and along with other details given in the technical bid. The sealed price bid of unsuccessful bidder in technical bid shall be duly returned unopened.



- 30 Earnest Money, Technical Package/Bid and Tender Document shall be placed in one sealed envelope clearly marked as **TECHNICAL BID**. Financial Bid shall be placed in separate sealed envelope clearly marked as **FINANCIAL BID**. Both the sealed envelopes i.e. **Technical Bid** and **Financial Bid** then shall be placed in another one sealed envelope marked as Proposal for _____ (**NAME OF WORK**).
- 31 Tender documents purchased from the office of the Executive Engineer(Pr.-I)/WZ, SDMC or downloaded from the Website shall be submitted duly signed by the authorized signatory of the tenderer on all the pages of all the Sections along with their proposal including Technical and Financial Bid.
- 32 **Correction of Errors**
- 32.1 Tenders determined to be technically acceptable after technical evaluation will be checked by the Employer for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected by the Employer as follows:
- a) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
- b) Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.
- 32.2 If a Tenderer does not accept the correction of errors as outlined above, his tender will be rejected and the tender security forfeited.
- 33 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 SDMC to take suitable action against the tenderer including rejection of tender.
- 34 In the tender documents the word "MCD"/"SDMC" shall mean South Delhi Municipal Corporation wherever exists.
- 35 In the tender documents the word "Department" shall mean "SDMC" wherever exists.
- 36 **Indemnify:** *The successful tenderer* shall indemnify the South Delhi Municipal Corporation against all losses and claims in respect of death or injury to any person, loss and damage to any property including works arising out of any consequences of the execution by submitting the "Indemnity Bond" on a stamp paper of value Rs.100/-
- 37 All communication and information should be provided in writing and in English will be addressed to Executive Engineer (Pr.-I)/WZ, SDMC.
- 38 All statutory Govt. instructions related to the work shall be binding to the contractor.
- 39 IS system of measurements shall be followed.
- 40 **Time is Essence of work.**
- 41 Unless otherwise specified in this tender document, CPWD Manual-2019 with up to date correction slips shall be binding on the contractor.
- 42 The adjudication for any dispute shall be the Local Jurisdiction and Court of Delhi.

Executive Engineer (Pr.-I)/West Zone
South Delhi Municipal Corporation



SOUTH DELHI MUNICIPAL CORPORATION

STATE: -Delhi

Department: - Engineering

CIRCLE:-SE(DEMS)/NGZ

DIVISION: -EE(Pr.-I)/WZ,SDMC

Item Rate Tender & Contract for Works

TENDER FOR THE WORK OF

N.O.W.-: HIRING OF MANPOWER SERVICES (UN-SKILLED) TO WORK AS SAFAI KARAMCHARI FOR TOILET/ URINAL/ CTC BLOCKS UNDER THE JURISDICTION OF SOUTH DELHI MUNICIPAL CORPORATION.

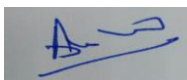
- i) To be submitted by 03:00 PM on **12/10/2020**
- ii) To be opened in presence of tenderers who may be present at 03:10PM on **12/10/2020** in the office **Superintending Engineer (Pr/NGZ), South Delhi Municipal Corporation .**

Issued to: -

.....
.....

Signature of officer issuing the document
Designation: Executive Engineer (Pr.-I)/WZ, SDMC

Date of Issue:- _____



APPENDIX-I OF NIT

Form of Earnest Money Deposit (Bank Guarantee Bond)

WHEREAS, contractor..... (Name of contractor) (Herein after called "the contractor") has submitted his tender dated..... (Date) for the construction of..... (Name of work) (Hereinafter called"the Tender")

KNOW ALL PEOPLE by these presents that we..... (Name of bank) having our registered office at..... (Hereinafter called "the Bank") are bound unto..... (Name and division of Executive Engineer) (Hereinafter called "the Engineer-in-Charge") in the sum of Rs. (Rupees in words) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this..... day of2020.

THE CONDITIONS of this obligation are:

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:
 - (a) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, ifrequired; OR
 - (b) Fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor, OR
 - (c) Fails or refuses to start the work, in accordance with the provisions of the contract and Instructions to contractor, OR
 - (d) Fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

We undertake to pay to the Engineer-in-Charge up to the above amount upon receipt of his first written demand, without the Engineer-in-Charge having to substantiates his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by his is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date* after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Engineer-in-Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE.....

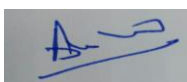
SIGNATURE OF THE BANK

WITNESS.....

SEAL

(SIGNATURE, NAME AND ADDRESS)

*Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.



TENDER

I/We have read and examined the Notice Inviting Tender, Instructions to Bidder, General Rules and Directions, General Conditions of Contract, Special Condition of Contract, Clauses of Contract, Schedule of Work/Requirement Price Schedule, BOQ & other documents and Rules referred to in the condition of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the South Delhi Municipal Corporation within the time specified in NIT viz., schedule of quantities and in accordance in all respects with the specifications, design, drawings and instructions in writing referred to in General Rules and Directions of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such condition so far as applicable.

We agree to keep the tender open for **180 Days** from the date of submission of tender/bid thereof and not to make any modification in its terms and conditions.

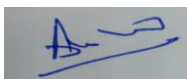
The Bidder shall furnish, as a part of his bid, an Earnest Money of **Rs. 65,00,000/-** (Rupees Sixty Five Lacs only). Rs 20.00Lacs (Twenty Lacs only) shall be accepted only in the form of Treasury Challan /deposited at Call Receipt of a Scheduled Bank guaranteed by the Reserve Bank of India/Banker's cheque of a Scheduled Bank/Demand Draft of a Scheduled Bank/Fixed deposit receipt (FDR) of a Scheduled Bank in favour of "Commissioner, South Delhi Municipal Corporation" and balance may be accepted in form of unconditional Bank Guarantee in favour of Commissioner, South Delhi Municipal Corporation issued by a scheduled bank valid up to 08 (Eight) months from date of submission of bids. The proforma of Earnest Money (in the form of Bank Guarantee) is as per Appendix-1 of NIT.

If I/We fail to commence work as specified, I/We agree that the SDMC or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in tender document.

I/We agree that should the South Delhi Municipal Corporation decide to forfeit earnest money mentioned for this work, unless a sum equal to the earnest money is paid by us forthwith, the competent authority, may at his option recover it out of the deposit and in the event of deficiency, out of any other money due to me/us under this contract or otherwise from the payment due in any other contract with Central Govt. /State Govt./PSU/private Company etc. I/We shall be debarred for participation in the re-tendering process of the work.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the state.

I/We agree that should I/We fail to commence the work specified in the above memorandum an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the South Delhi Municipal Corporation and the same may at the option of the competent Authority be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms



of the said bond and in the event of deficiency out of any other money due to me/us under the contract or otherwise.


**Signature of Authorized Signatory
On behalf of the Tenderer with Company seal**

Dated:

Postal Address:

Witness:

Name &Address of the witness:



INDEMNITY BOND

(TO BE TYPED ON A RS. 100 STAMP PAPER)

(TO BE SUBMITTED BY THE SUCCESSFUL TENDERER/BIDDER)

We, M/s. _____ (the Contractor/contractor) shall indemnify the South Delhi Municipal Corporation against all loss and claims in respect of:

1. Death or Injury to any person
- 2 Loss or Damage to any property including works

These may arise out of any consequences of the execution and completion of the works and remedying of all defects therein and against all claims, proceedings, damages, costs, charges or expenses in respect or in relation thereof.

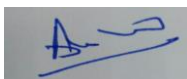
We shall also indemnify the Employer from all risks arising out of natural calamities, etc.

**Signature of Authorized Signatory
on behalf of Tenderer with company seal**

Title of Office

Name of Firm

Date:



CONTRACT AGREEMENT NO.....

DATED

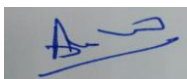
THIS AGREEMENT is made onbetween**South Delhi Municipal Corporation** (hereinafter referred to as "SDMC" which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at E- Block, 9nd Floor, Dr. S.P. M. Civic Centre, J.L. Nehru Marg, New Delhi-110002

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 SDMC.

NOW THIS AGREEMENT WITNESSTH as follows:

- I. **WHEREAS** the SDMC invited bids through open tender, vide Notice Inviting Tender datedfor "**Hiring of Manpower Services (Unskilled labour to work as Safai Karamchari) vide Tender No.**
- II. **AND WHEREAS** the Contractor submitted his bid 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 SDMC
- 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 manpower 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 manpower 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 SDMC's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the SDMC.
- VIII. **AND WHEREAS** the Contractor shall be responsible for payment of Goods & Service Tax with Department of Goods & Service Tax. 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 SDMC.
 - (b) Notice to Proceed (NTP)/Work Order issued by the SDMC
 - (c) The complete Bid, as submitted by the Contractor.
 - (d) The Addenda, if any, issued by the SDMC.
 - (e) Indemnity Bond and General Power of Attorney of the Consultant/Contractor.
 - (f) Post Bid Correspondences/Clarification.
 - (g) Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee, Bank Guarantee)
 - (h) Charges – Schedule annexed to this Article of Agreement
 - (i) 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.

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
SOUTH DELHI MUNICIPAL CORPORATION


(Authorised Signatory)

(Authorised Signatory)

Witness

1:

2:



PERFORMANCE 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 :

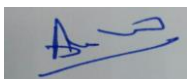
WHEREAS South Delhi Municipal Corporation, Department of Environment Management Services, E- Block, 19th Floor, Dr. S.P. M. Civic Centre, J.L. Nehru Marg, New Delhi-110002 (hereinafter referred to as "**The Owner**" which expression shall unless repugnant to the context includes their legal representatives, 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 manpower services ("**Manpower 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 5% (Five 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 upto six months from the date of expiry of the all Contractual Obligations.

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*].....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:-

(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 PBG 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 effected.

(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 fulfils its obligations under the Contract.

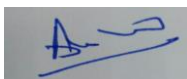
(xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [date of power of attorney to be inserted].....granted to him by the Bank.

Date

Bank

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

Corporate Seal of the Bank



SECTION III

GENERAL CONDITIONS OF THE CONTRACT

1. DEFINITIONS

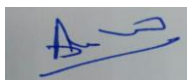
1.1 General

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

“Agreement”	The word “Agreement” and “Contract” has been used interchangeably.
Party	The word “party” means the Successful Bidder to whom the work of providing manpower services has been awarded and the SDMC “South Delhi Municipal Corporation”.
Letter of Acceptance	Shall mean the intent of the SDMC to engage the successful bidder for providing manpower services in its premises
Notice to Proceed	Shall mean the date at which the manpower services are to commence in area under the jurisdiction of SDMC.
‘Confidential Information’	shall mean all information that is not generally known and which is obtained / received during the tenure of the contract and relates directly to the business / assets of SDMC including the information having the commercial value.
Termination Date”	Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
Termination Notice	Shall mean the notice of Termination given by either Party to the other Part
Contractor	Shall mean the successful bidder to whom the work of providing manpower (Un-skilled Labour) to work as SafaiKaramchari in SDMC has been awarded.

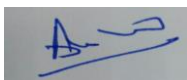
1.2 CONFIDENTIALITY

- 1.2.1 The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the SDMC’s business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the SDMC. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of SDMC’s information.
- 1.2.2 If the Contractor receives enquiries from Press / News / Media/ Radio / Television or other bodies / persons, the same shall be referred by the Contractor to SDMC immediately on receipt of such queries.



2 PERFORMANCE BANK GUARANTEE

- 2.1 The successful bidder within fifteen days of the acceptance of the Letter of Acceptance shall execute a Performance Bank Guarantee for a sum equivalent to **5% (Five Percent)** of the accepted Contract/ Tendered Value in the form of Demand Draft/pay order/FDR/Bank Guarantee from a Scheduled Bank in favour of South Delhi Municipal Corporation which would remain with the department during the contract period and no interest shall be payable on the Security Deposit amount. Fixed Deposit Receipt (FDR) from a Commercial Bank made in the name of Service Provider Company but should be hypothecated to the South Delhi Municipal Corporation. The performance security should remain valid for a period of 6 (Six) Months beyond the date of completion of all the contractual obligations of the supplier.
- 2.2 The Bank Guarantee can be forfeited by order of the Competent Authority of the South Delhi Municipal Corporation in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the South Delhi Municipal Corporation sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
- a) If the contractor is called upon by the competent authority of the South Delhi Municipal Corporation to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and the South Delhi Municipal Corporation shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor
- 2.3 After completion of work the Performance Bank Guarantee (Security Deposit) shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete, the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-charge. The Engineer-in-charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work, if no complaint is pending on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and security deposit will be released if otherwise due.



3. NOTICE TO PROCEED

After the acceptance of the LoA and securing Performance Bank Guarantee from the successful bidder, SDMC shall issue the 'Notice to proceed'/Work Order, to the contractor authorizing him to provide manpower in the Office at the specified locations.

4. SIGNING OF CONTRACT AGREEMENT

- 4.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.
- 4.2 SDMC shall prepare the draft Articles of Agreement in the Performa included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.
- 4.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within **Seven (07) days** of receipt of the draft Articles of Agreement from SDMC, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.
- 4.4 The competent authority of the SDMC shall sign the Contract agreement and return a copy of the same to the successful bidder.

5. SERVICES REQUIRED BY THE SDMC

- 5.1 The Contractor shall be providing manpower services in the area under the jurisdiction of SDMC, or as required by the SDMC to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.
- 5.2 The SDMC shall pay the charges as agreed to between the SDMC and the Contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of Bidding process.
- 5.3 The Contractor shall provide manpower services in the SDMC area to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor's obligations.

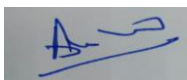
6. COMMENCEMENT OF SERVICES

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

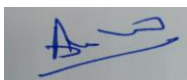
- 6.1 Submission of Performance Bank Guarantee in accordance with **Clause 2 (Section-III)**.
- 6.2 The Contractor shall commence manpower services in SDMC's premises within 10 days from the date of receipt of Notice to Proceed/Work Order as set out in **Clause 3 (Section-III)**

7. CONTRACTOR'S OBLIGATIONS

- 7.1 The Contractor shall provide manpower services at SDMC area as per Schedule of Work / Requirements (Section-III) which may be amended from time to time by the SDMC during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the SDMC from time to time.
- 7.2 The Contractor shall provide manpower services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Contractor only and the SDMC shall not in any



- manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid for by the Contractor.
- 7.3 The Contractor shall submit to SDMC 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.
- 7.4 The Contractor shall produce to the SDMC the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.
- 7.5 The SDMC shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the any personnel with prior intimation to the SDMC, emergencies, exempted.
- 7.6 The Contractor shall cover its personnel for personal accident and death whilst performing the duty and the SDMC shall own no liability and obligation in this regard.
- 7.7 The Contractor shall exercise adequate supervision to reasonably ensure proper performance of Manpower Services in accordance with Schedule of Requirements.
- 7.8 The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same.
- 7.9 The personnel of the Contractor shall not be the employees of the SDMC 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 Safai Karamchari / manpower / Unskilled Labour engaged by the Contractor/Agency for deployment in SDMC. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 7.10 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the SDMC shall not have any liability whatsoever on this account. The Contractor 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.
- 7.11 The Contractor shall provide minimum of two sets each of summer and winter uniform to its personnel at its own cost.
- 7.12 The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. Proof of the same should be submitted by the Contractor quarterly.
- 7.13 The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.
- 7.14 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- 7.15 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the SDMC.
- 7.16 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.
- 7.17 The Contractor 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.
- 7.18 The persons deployed by the Agency/Contractor 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.
- 7.19 The Contractor before selecting the manpower will satisfy himself about the character and integrity of the persons proposed to be provided to the SDMC. 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 SDMC at the time of deployment.

7.20 Contractor's Personnel

- 7.20.1 The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the SDMC premises at the SDMC Site and in sufficient number to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention for executing the work thereof.
- 7.20.2 The Contractor shall submit its Organization Chart, showing therein the details of key personnel with their full contact details. The Contractor shall also keep informing the SDMC of any change in its organization or its personnel.
- 7.20.3 The personnel engaged by the Contractor shall be dressed in neat and clean uniform (including proper name badges).

8. CONTRACTOR'S LIABILITY

- 8.1 The Contractor shall completely indemnify and hold harmless the SDMC 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 Contractor or any of its employees engaged in the provision of the manpower services to the SDMC.
- 8.2 The Contractor shall not be liable in any way whatsoever and the SDMC hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly;
- 8.2.1 Caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;
- 8.2.2 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 Contractor or any of its employees engaged in the provision of manpower Services to the SDMC.
- 8.3 The Contractor shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, SDMC shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the SDMC may sustain in consequence or arising out of such replacing of the contract.

9. SDMC'S OBLIGATIONS

- 9.1 Except as expressly otherwise provided, the SDMC shall, at its own expense, provide timely all the required equipment and facilities at the location(s) where the manpower Services are to be provided required to enable Contractor's employees to carry out the Services.
- 9.2 The SDMC shall comply with and fulfill the recommendations (if any), if deemed necessary by the SDMC, made in writing by the Contractor in connection with the performance of the Services. The SDMC shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's employees or agents in connection with the Services as soon as possible after the SDMC becomes aware of them.
- 9.3 To enable the Contractor to provide the manpower services of Safai Karamchari the SDMC shall ensure that their staff is available to provide such assistance.
- 9.4 The SDMC shall not be under any obligation for providing empanelment to any of the personnel of the Contractor after the expiry of the contract. The SDMC does not



recognize any employee employers relationship with any of the workers of the Contractor.

10. VALIDITY OF CONTRACT

(a) The contract shall be awarded to the successful bidder for a period of three years from the date of award subject to the satisfactory performance of the contractor likely to be evaluated on yearly basis. The Contract will be awarded for a period of three years & may be further extended for six months upto a maximum period of two years on the same terms & conditions of the agreement subject to satisfactory services/performance of the contractor and to the sole discretion of Competent Authority.

(b) In the event of not fulfilling the minimum requirements / statutory requirements, the SDMC shall have the right to terminate the contract forthwith in addition to forfeiting the performance guarantee & security deposit of the contractor and initiating administrative actions for black listing etc. solely at the discretion of the Commissioner, SDMC.

11. PAYMENTS

11.1 (a) After selection of the Successful bidder as Contractor, a price schedule shall be annexed to Contract Agreement according to which all payments shall be made to the Contractor by the SDMC for the manpower services.

(b) The payment to the contractor shall be made on Monthly basis at his Quoted/ Negotiated Rate i.e. Contractor Charges per person in addition to basic Minimum wages as per the circulated rate of GNCT of Delhi.

11.2 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.

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

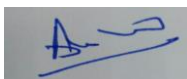
11.4 During the contract period or extended period, no price escalation, other than minimum wages revision, shall be entertained by the SDMC. The escalation on account of increase / revision in wages will be paid to the contractor on actual basis as per circulated rates of the Department.

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

11.6 SDMC shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. SDMC shall provide a certificate certifying the deduction so made.

11.7 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.

11.8 Statutory Bonus component/amount of the labour @ 8.33% of minimum wages or any other rate as notified by the Government will be paid later within a period of eight months from the closing of accounting year.



12. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

12.1. "Force Majeure" shall mean any event beyond the control of SDMC or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- 12.2 The date of commencement of the event of Force Majeure;
- 12.3 The nature and extent of the event of Force Majeure;
- 12.4 The estimated Force Majeure Period,
- 12.5 reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
- 12.6 the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- 12.7 Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

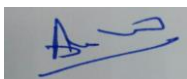
13. TERMINATION & SURRENDER OF CONTRACT

This Contract may be terminated forthwith by the department by giving written notice to the contractor if;

- 13.1 The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within fifteen days of receiving notice of such breach; or
- 13.2 In case of breach of any of terms and conditions of the Contract by the Contractor, the Commissioner, SDMC shall have the right to terminate the Contract without assigning any reason thereof, and nothing will be payable by the SDMC and in that event, the Security Deposit and Performance Bank Guarantee shall be forfeited and en-cashed.
- 13.3 The Contractor does not provide manpower services of Safai Karamchari satisfactorily as per the requirements of the SDMC or / and as per the Schedule of Requirements.
- 13.4 The Contractor goes bankrupt and becomes insolvent.

13.4 SURRENDER

In case the contractor wish to surrender the contract on his own, there shall be a notice of three months from him so as to enable SDMC to examine the notice and to



take decision and to make alternative arrangements. The contractor shall discharge his obligations in compliance to the contract condition(s) from the period of notice, till the new agency / contractor is appointed by the Department. The date of surrender of contract will be the date of handing over all the assets etc. to the new agency / contractor. In that case the Performance Guarantee & Security Deposit of the contractor will be forfeited.

14. **DISCLAIMER**

The relatives / near relatives of employees of the SDMC are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
- (b) Their husband or wife.
- (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law)

15. **INSOLVENCY**

15.1 The competent authority of the South Delhi Municipal Corporation may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

- i) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- ii) If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

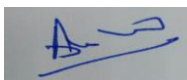
16. **CURRENCIES OF BID AND PAYMENTS**

16.1 The Bidder shall submit his price bid / offer in Indian Rupees and payments under this contract will be made in Indian Rupees.

17. **GOVERNING LAWS AND SETTLEMENT OF DISPUTE**

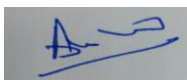
Settlement of Disputes

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 :

- 17.1** If the Contractor 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 contractor's letter.
- 17.2** If the Superintending Engineer or equivalent fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Superintending Engineer or equivalent, the contractor 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 contractor 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 contractor failing which matter can be taken with the Additional Commissioner (Engineering)/Commissioner SDMC for final decision
- 17.3 Dispute Resolution:-**
Any dispute and/or difference arising out of or relating to this contract will be settled as per above Clause 17 failing which the matter will be referred for adjudication to local jurisdiction and court of Delhi only.
- 17.4 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.



SECTION-IV

SPECIAL CONDITIONS OF CONTRACT(SCC)

1. The special conditions of Contract shall supplement the “Instructions to the Bidders” as contained in Section 3 and General Conditions of the Contract (GCC) as contained in Section 4.

2. **INDEMNIFICATION:**

The successful bidder is solely liable to fully indemnify and keep SDMC indemnified against all loses/penalties/awards/decrees arising out of litigation/claims/application initiated against the SDMC on account of acts of omission/commission attributable to the Contractor and which are punishable under the provisions of various Central Labour and Employment Acts including the Acts as amended from time to time. SDMC shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from security deposit as performance Guarantee or from either the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the Contractor at any point of time.

3. **LABOUR LAW COMPLIANCES**

3.1 The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. SDMC may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.

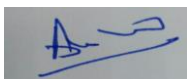
(a) **DELETED**

(b) It is mandatory that the employees must be paid through bank/cheques/RTGS/NEFT only.

3.2 The Contractor shall abide by all labour laws, laws related to EPF Organisation, ESI Corporation, Workmen Compensation Act. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to SDMC every month alongwith the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses.

3.3 The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.

3.4 The contractor shall be responsible for compliance of all the laws rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.



3.5 The Contractor shall submit periodical returns as may be specified from time to time.

4. OFFICIAL RECORDS :

4.1 The Contractor shall maintain complete official records of disbursement of wages / salary, showing specifically details of all deductions such as ESI, PF etc. In respect of all the staff deployed in SDMC's office.

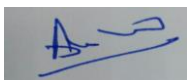
4.2 The Contractor shall maintain a personal file in respect of all the staff who is deployed in SDMC's office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) and all grievances recorded by the staff vis-à-vis action taken etc.

4.3 The Contractor shall furnish an undertaking that within seven days of the close of every month they will submit to SDMC a statement showing the recoveries of contributions in respect of employees with Certificate that the same have been deposited with ESIC /EPFO Commissioners.

4.4 Each monthly bill must accompany the:

- (a) List of employees with their date of engagement
- (b) The amount of wages (The Contractor shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC/EPF/Bonus etc.)
- (c) Copies of authenticated documents of payments of such contributions to EPFO/ESIC
- (d) Declaration of the Contractor regarding compliance of clause 8.3 Amount of EPF / ESIC

4.5 The Contractor shall also prepare a register indicating all payments / dues in respect of all the employees.



SECTION-V

SCOPE AND SCHEDULE OF WORKS/REQUIREMENTS

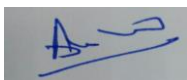
In this Schedule of Requirements, the details of manpower services to be provided by the Contractor and also other information, instructions of the SDMC and instructions to the Contractor's employees posted at the SDMCs' site and all such other aspect of the Contracts are to be mentioned.

1. GENERAL INSTRUCTIONS

- 1.1 The Contractor shall deploy all manpower at the SDMC jurisdiction in the manner and as per the instructions of the Engineer-In-charge SDMC or its authorized representatives.
- 1.2 The Contractor shall ensure that all personnel are fully conversant with the premises and with the SDMC's activities and its related manpower requirements.
- 1.3 The SDMC shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of to the SDMC, emergencies, exempted.
- 1.4 The Contractor shall cover its personnel for personal accident and/ or death whilst performing the duty.
- 1.5 The Contractor shall exercise adequate supervision to ensure proper & satisfactory performance of Manpower Services in accordance with the site requirements & satisfaction of Engineer-in-Charge.
- 1.6 The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same at all times. The personnel of the Contractor shall be subject to detailed direction and control of the Contractor and in relation to manner and model of performance of duties, as agreed vide this agreement.
- 1.7 The personnel of the Contractor shall not be the employees of the SDMC and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 1.8 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the SDMC shall not have any liability whatsoever on this account.

2. SUPERVISION

- 2.1 The Contractor shall **depute two or more full time Supervisor(s) in each Zone of SDMC**, who shall ensure that all the duties as may be assigned differently by the SDMC are performed by them in the desired manner of SDMC, failing which it shall invite penalties as prescribed in the tender conditions.
- 2.2 The Contractor's Supervisor(s) shall be the first line of contact for SDMC, who shall report to the designated officers of SDMC for all requirements.
- 2.3 The Contractor shall ensure that all statutory / mandatory requirements either related to wages disbursements or related to deposition of EPF/ESIC with concerned authorities or providing of ESIC facilities to the manpower are fulfilled through Contractor or its Supervisor.
- 2.4 The Contractor shall ensure that the Supervisor(s) is not below the level of Executive-HR who is well versant with all HR related requirements and who should be prompt enough to initiate all required action.
- 2.5 The Contractor shall evolve a suitable foolproof IT enabled GPS based Attendance system of deployed manpower at each location for effective supervision of the work having real time monitoring. The Contractor shall ensure that his supervisors &



workers etc. shall have necessary Gadgets/Smart Phones etc. for marking their attendance.

- 2.6 The daily attendance of the deployed manpower shall be directly uploaded in the SDMC GPS Attendance App by the Contractor.

3. DEPLOYMENT AND TENTATIVE REQUIREMENTS OF MANPOWER

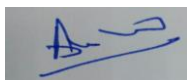
- 3.1 The SDMC intends to outsource manpower for deployment under its jurisdiction as per the norms of the Government.
- 3.2 The manpower appointed in different categories shall be deployed by the SDMC for the work of Safai Karamchari and any other category as deemed fit by the SDMC as per the provisions of para 3.1 above. The manpower (Unskilled Labour) can also be deployed for any other unskilled work in other Departments of SDMC at any time without any notice and is binding on the contractor. No claim of the contractor will be entertained at any stage in this regard.
- 3.3 The Contractor is required to quote prices for the category of Unskilled Labour to work as Safai Karamchari in the Price Schedule/ Financial Bid of the tender document.
- 3.4a: The Contractor shall ensure that except that of the Service Margin (as defined in the Price Schedule) all other levies (ESI, EPF, EDLI & Bonus etc.), which are charged to SDMC in the Price Schedule are passed on to the deployed employees as their monthly wages by the Contractor.
- 3.4b: The ESI, EPF, EDLI & Bonus etc. shall be reimbursed to the contractor by the Engineer-in-charge after satisfying that it has been actually and genuinely paid by the contractor to his deployed employees. A certificate to this effect from a Chartered Accountant is also to be submitted.
- 3.5 The tentative requirements of manpower in each of the category shall be as under:

Category	Tentative Requirement of Manpower	Desirable Qualification for appointment
Un-skilled Labour to work as Safai Karamchari	686 However, actual number may vary depending on the requirement	Minimum 5 th Standard passed of a recognized school or equivalent with ability to read and write Hindi or English.

- 3.6 The estimated value of Contract is likely to be of **Rs. 5492.00 lac (Rupees Fifty Four Crores & Ninty Two Lacs Only)** for a period of Three years. However, no guarantee can be given to the actual quantity and the requirements may vary at the sole discretion of the Engineer-in-Charge. No claim of the contractor will be entertained for reduction / increase in scope of work or quantity of manpower hiring.

4. PENALTIES

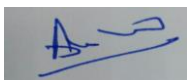
- 4.1 The Contractor shall disburse salary to its deployed manpower inclusive of DA, if any, latest by 7TH of every month, failing which penalty of Rs.10000/- per day will be imposed upto 15th of the month and the contract shall liable to be terminated. Security Deposit / Performance Bank Guarantee shall be forfeited and Bank guarantee will be encashed. The SDMC will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor.
- 4.2 Whenever and wherever it is found that the assigned work is not performed upto the entire satisfaction of the SDMC, especially under the supervision of the Contractor's Supervisor, it will be brought to the notice of Contractor by the SDMC and if no action



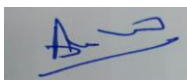
- is taken immediately, penalty of Rs.1000/- per day per complaint will be imposed by invoking penalty clause.
- 4.3 The Contractor has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower / supervisor. If the required number of workers are less than specified number as mentioned/required by the Department, a penalty of Rs.1000/- per absentee per day shall be deducted from the bill(s).
- 4.4 In case the Contractor fails to fulfill the minimum statutory requirements (ESIC/EPF) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the SDMC, in addition to forfeiting of the monthly bills and Performance Security Deposit.
- 4.5 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the SDMC shall make deductions at double the rate of hiring rate on pro-rata basis from the bills preferred by the Vendor or that may become due to the Vendor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the SDMC.
- 4.6 In case the deployed Manpower found not in uniform during duty hours, a Penalty of Rs. 500/- will be imposed on each incidence for non compliance and shall be deducted from the running bills.
- 4.7 The Contractor's Personnel/Manpower shall be sincere & extend respect to all Officers & Staff of SDMC. In case of any misbehave or misconduct of his Manpower/Supervisor is observed/reported, a Penalty of Rs. 2000/- will be imposed on each incidence for non compliance and shall be deducted from the running bills.

5. SCOPE OF WORK-CONTRACTOR

- 5.1 The Contractor firm must provide standard and clean liveries to its employees with their photo identity cards properly displayed during duty time. No extra payments shall be claimed by the Contractor or its deployed staff from the SDMC for such it DEMS.
- 5.2 The Contractor must provide salary slips, EPF numbers and ESI Cards, duly activated, to all the deployed manpower at SDMC's office. The Contractor should also ensure that EPF statements to the deployed manpower are provided immediately after the financial year closing. Any delay in submission of these records will force SDMC to deduct a proportionate amount from the bills, as decided by the competent authority of SDMC.
- 5.3 Contractor must employ adult personnel only. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor. Contractor shall deploy/engage reliable persons at SDMC after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities. Contractor shall intimate the details like name, age, parentage, address (residential as well as permanent) of all staff to the SDMC and shall also intimate changes in addresses of the staff as and when they take place.
- 5.4 Contractor shall deal with and settle the matters related with unions and shall make sure that no labour disputes / problems are referred to SDMC. It shall totally indemnify SDMC in this regard.
- 5.5 Contractor should at all times indemnify SDMC against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Delhi Shops and



- Essential Act or any modification thereof or any other law relating thereto and rules made hereunder from time to time. SDMC will not own any responsibility in this regard.
- 5.6 Contractor staff shall always be disciplined, properly dressed and be presentable all the time during duty. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike/ unfair activities etc. during performance of his/her duty. It shall indemnify SDMC in all respects under this contract.
- 5.7 Be it private or public areas, the Contractor's employees shall be liable to be frisked/ checked by the security personnel at SDMC premises or on duty at any time during performance of their duties.
- 5.8 Contractor's employees shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the government property/person.
- 5.9 Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons / property at the premises on account of acts of omission and commission by the staff deployed by him.
- 5.10 The payments to its employees shall be disbursed by the Contractor in the presence of the representative of SDMC who shall sign the payment register in token of having disbursed the salary in his presence by the Contractor.
- 5.11 The claims in bills regarding wages paid to the outsource manpower deployed, Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof (including copy of schedule of payment showing contribution towards ESI, PF etc. in respect of the outsourced manpower) pertaining to the concerned month's bill. A requisite amount/portion of the bill/whole of the bill shall be held up till the proof is furnished, at the discretion of the SDMC.
- 6. SCOPE OF WORK – FOR SERVICES**
- 6.1 Contractor's personnel shall be deployed at SDMC in the area under its jurisdiction in New Delhi
- 6.2 The unskilled employees (Safai Karamchari) of Contractor are liable to be deployed as Safai Karamchari in different Sections/ Wings of the SDMC's jurisdiction. While working as Safai Karamchari, the Contractor's personnel are liable to perform duties which are related to operations including maintenance and care of permanent features of Toilets/Urinal block/CTC etc. such as sanitary and electrical fittings and fixtures Doors, Windows, Grills, Railings, Tiles, counters etc. Any unforeseen job/work emanating from time to time carried out by the Safai Karamchari.
- 6.3 While providing all the Services, Contractor shall ensure that all duties are performed invariably as per the desired standards of the SDMC, failing which it shall invoke penalty clauses of this Tender Document.
- 6.4 The Contractor shall also ensure that such personnel are deployed in SDMC's premises who can cater to the requirements of SDMC's standards, failing which it shall be liable for Contractor to provide replacement immediately.
- 6.5 The Toilet Blocks/Urinal Blocks/CTC Blocks are to be cleaned and maintained Seven days in a week in Two Shifts of Eight Hours. Each Safai Karamchari will be given one day mandatory rest per week. However, in case of emergency/exigency of work no rest will be provided and payment for the seventh day will be made as per the awarded rate of the contract.
- 6.6 The Contractor's Personnel/Manpower shall maintain each PT/CTC/Urinal Blocks in dry condition during their duty hours which includes cleaning, sweeping, moping, wiping etc. of floors, walls, staircase/ramps etc. Flushing system of all toilets/urinals are to be checked at regular interval every day. The Safai karamchari shall clean of any choking's in the drainages, manholes, cleaning and sweeping of open area adjoining PT/CTC with brooms including removal of beehives and cobwebs/honey webs from the premises.

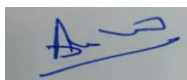


- 6.7 The Contractor should provide needful infrastructure/Gadgets such as Smart Phone for marking Attendance of Contractor's Personnel/Manpower required for effective and fool proof GPS based daily attendance of Manpower with individual photograph at each PT/CTC.
- 6.8 The Contractor shall provide necessary Toilet Cleaning Chemicals & Liquid Hand Wash at each PT/CTC/Urinals in each shift in sufficient quantity to make the PT/CTC/Urinals in clean & sanitary condition. The cost of providing Toilet Cleaning Chemicals & Liquid Hand Wash at each PT/CTC/Urinals is inclusive in the Quoted Rates of the bidders. Nothing extra shall be payable to him in his regard at any time.
- 6.9 The Contractor shall provide following Toilet Cleaning Chemicals, Liquid Hand Wash and other consumables in sufficient quantities as under:-

S. No.	Type of Toilet Cleaning Chemicals, Liquid Hand Wash and Consumables etc	Tentative Consumption in One Month	Approved Makes
1	Liquid Hand Wash	5 Litre (Min.)	Dabur, Reckitt Benckiser, Santoor, Fem, Glamic, Hindustan Lever, Taski or equivalent
2	Toilet Bowl Cleaner	5 Litre (Min.)	Dabur, Santoor, Taski, Schevaran, Klick, Reckitt Benckiser, Honeywell or equivalent
3	Toilet Floor/Wall Cleaner	5 Litre (Min.)	Dabur, Santoor, Taski, EcoLab, Schevaran, Klick, Reckitt Benckiser, Honeywell or equivalent
4	Urinal Cubes	1 Kg (Min.)	Glamic, Dabur Reckitt Benckiser or equivalent
5	Consumables like Wipers, Brooms Mob, Duster, Bucket, Mug etc (except Tissue Paper Rolls with Stand, Sanitary Pads, Dust Bin, Soap Dispenser, Mirror)	As per requirement	Reputed Make or as approved by Engineer-in-charge

7. CODE OF CONDUCT:

- 7.1 The Contractor shall strictly observe that its personnel:
- Are always smartly turned out and vigilant.
 - Are punctual and arrive at least 15 minutes before start of their duty time.
 - Take charges of their duties properly and thoroughly.
 - Perform their duties with honesty and sincerity.
 - Read and understand their post and site instructions and follow the same.
 - Extend respect to all Officers and staff of the office of the SDMC.
 - Shall not drink on duty, or come drunk and report for duty.
 - Will not gossip or chit chat while on duty.
 - Will never sleep while on duty.
 - Will not read newspaper or magazine while on duty.
 - Will immediately report if any untoward incident / misconduct or misbehavior occurs, to Vendor Control and the SDMC.
 - When in doubt, approach concerned person immediately.
 - Get themselves checked by security personnel whenever they go out.
 - Shall not smoke in the office premises.



7.2 CONFIDENTIALITY

- a) The phone number and movement plans of the SDMC shall not be given to anyone.
- b) The following information about the SDMC shall not be given to anyone.
 - (i) Car make, color and number of any officer(s)/official(s).
 - (ii) Telephone no./ any other information.
 - (iii) Location and movement plans.
 - (iv) Meetings and conference schedules.
 - (v) Site plan of the premises.
 - (vi) Assets of the office.

7.3 TELEPHONE HANDLING

The Contractor's employees shall be instructed by the Contractor strictly not to misuse the telephones of the SDMC.

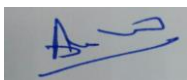
7.4 PATROLLING PROCEDURES

- a) The Supervisor(s) will keep a watch over the deployed staff.
- b) Patrolling should be done on an hourly basis and it should be ensured that strict cleanliness is maintained.
- c) The Supervisor(s) will keep a watch on the activities of the deployed staff.
- d) If he finds anything unusual / untoward, a written report must be given to the Engineer-in-Charge, Executive Engineer (DEMS)/HQ/SDMC, Executive Engineer (DEMS)/Zone/SDMC, SS (DEMS)/Zone/SDMC and SI (DEMS)/Zone/SDMC in the office of the SDMC.

7.5 FRISKING / CHECKING PROCEDURES

- a) All contract staff will be thoroughly frisked at the time of their place of duty in the evening.
- e) If anything untoward is found, it must be reported to Engineer-in-Charge, Executive Engineer (DEMS) of concerned Zone, SS(DEMS) of concerned Zone and SI (DEMS) of concerned Ward.

7.6 List of Supervisors, Managers & Authorized signatories to be provided by the Contractor.



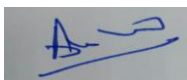
SECTION-VI

TECHNICAL BID SUBMISSION FORMAT

The technical bid shall consist of the following documents:

- I. Duly executed copy of Power of Attorney in original along with its two certified copy in the name of tenderer authorized representative to act on behalf of tenderer. **Or** copy of the resolution of the board of the company in favour of authorized representative to act on behalf of tenderer.
- II. Covering letter from tenderer detailing various considerations in the tender without disclosing financial bid.
- III. Registration Certificate of the Firm.
- IV. Document in support of payment of Earnest Money.
- V. Reference to or copy of detailed text / literature if any, which might have been followed by the tenderer while making his proposal.
- VI. Structure and Organization of the firm with complete details as per **Annexure – A**.
- VII. Financial data/information as per **Annexure – B**.
- VIII. Details of all similar works completed in the last seven years as Manpower Supplier as per **Annexure – C**. The expenditure so claimed need to be supported with any experience certificate issued by the client and signed by an officer not below the rank of Executive Engineer.
- IX. Details of all projects underway/ awarded as Hiring of Manpower Services as per **Annexure-D**
- X. Performance on Completed or ongoing works shall be furnished as per **Annexure– E**
- XI. Details of Key Technical and Administrative /Management Personnel and their CV's as per **Annexure– F**.
- XII. Anti – Collusion certificate as per **Annexure – G**.
- XIII. Undertaking for not Blacklisted as per **Annexure- H**.
- XIV. Integrity Agreement as per **Annexure-I**.
- XV. Net Worth Certificate as per **Annexure -J**

Note - The Technical proposal shall not include any financial information.

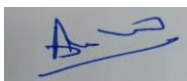


ANNEXURE – ‘A’

STRUCTURE AND ORGANISATION

1. Name and Address of the Firm/ tenderer/bidder:
2. Telephone No./Telex No./ Fax No./E-mail ID
3. Legal status of the Firm (attach copies of) :
 - a) Article / Memorandum of Association
 - b) Power of Attorney(s)
4. Particulars of Registration with various Government Bodies (Attach copies duly attested by the Authorised Signatory on behalf of the tenderer/bidder):
 - a) Registration Number
 - b) Organization / Place of Registration
5. Bio-data (Curriculum Vitae) of working heads to be deployed by the Bidder

**Seal & Signature of Authorized Signatory
on behalf of the tenderer/bidder**



ANNEXURE 'B'

FINANCIAL DATA

(FINANCIAL STANDING)

NAME OF THE TENDERER/BIDDER:

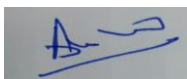
(All Amounts in Rupees)

S. No.	Description	Financial Data for Latest Last Three Financial Years			
		Year 2016-17	Year 2017-18	Year 2018-19	Remarks
1.	Total Assets				
2.	Current Assets				
3.	Total Liabilities				
4.	Current Liabilities				
5.	Profits Before Taxes				
6.	Profits After Taxes				
7.	Net Worth [= 1 - 3]				
8.	Working Capital [=2 - 4]				
9.	Annual Turnover (From Housekeeping Jobs)				
10.	Gross Annual Turnover				

**Signature of Authorized Signatory
on behalf of Tenderer with company seal**

NOTE:

1. Attach copies of the audited balance sheets, including all related notes, income statements for the last five audited financial years, as indicated above.
2. All such documents reflect the financial data of the tenderer and not that of sister or parent company.
3. **The above Annexure shall be duly certified and audited by Chartered Accountant / Company Auditor under his Signature & Stamp.**



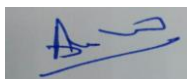
ANNEXURE – ‘C’

WORK EXPERIENCE

DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED AS HIRING OF MANPOWER SERVICES DURING THE LAST SEVEN YEARS

Name of the TENDERER:-

2. Name of Work/Project and Location	
3. Agreement / Contract No.	
4. Client (with Address & Telephone)	
5. Scope / Nature of work	
6. Date of Start	
7. Stipulated Date of Completion	
8. Actual Date of Completion	
9. Detail about any Levy of Compensation, Time Over Run, Performance/Quality of Works etc	
10. Total value of work done on completion (up to 31.03.2020 in case of works in progress)	
Value of work done of component of Similar works means “Providing Manpower Services on Hiring Basis for cleaning and maintaining the Public Buildings etc. in India” as stipulated in NIT clause 1.1.3.2.	
11. Reference to Client's/ Employer Completion Certificate	
12. Litigation or Arbitration cases pending/ in progress with detail	
NOTE: 1. Attach copy of the Experience & Performance Certificate issued by the Client 2. <i>In case the work is executed for private client, 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.</i>	

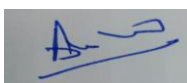


ANNEXURE – ‘D’

PROJECT UNDERWAY OR AWARDED AS HIRING OF MANPOWER SERVICES

S. No	Name of Project and Location	Owner of Sponsoring Organisation	Cost of Work	Date of Commencement As Per Contractor	Stipulated Date of Completion	Upto Date Progress of Works Financial / Physical	Name, Address & Telephone of Officer to Whom Reference May Be Made	Details of Salient Features of The Project
1	2	3	4	5	6	7	8	9

**Seal & Signature of Authorized Signatory
on behalf of the tenderer/bidder**



ANNEXURE – ‘E’


Performance on Completed Works OR Ongoing Works as Contractors for “HIRING OF MANPOWER SERVICES (UN-SKILLED) TO WORK AS SAFAI KARAMCHARI FOR TOILET/ URINAL/ CTC BLOCKS UNDER THE JURISDICTION OF SOUTH DELHI MUNICIPAL CORPORATION.” where Progress is Rs. 732.00 Lacs OR More During Last Seven Years.

1. Name of the Agency
2. Name of work/project and location
3. Agreement No.
4. Estimated Cost
5. Tendered Amount
6. Gross Value of work done till date
7. Date of Start
8. Date of completion and present progress (%)
 - i Stipulated date of completion
 - ii Actual / Anticipated date of completion.
 - iii Present Progress (For ongoing works)
Financial / Physical
9. Performance Report
 - (i) Quality of work : - Very Good/Outstanding/Good/Fair/Satisfactory/Poor
10. Whether the agency has gone for Litigation/Arbitration against the client.
11. Whether the client has gone for Litigation/Arbitration against the agency.

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

Note:-

The Certificate is to be signed by an officer not below the rank of Executive Engineer or equivalent.




ANNEXURE – ‘F’

DETAILS OF KEY TECHNICAL AND ADMINISTRATIVE /MANAGEMENT PERSONNEL

SNO	NAME OF PERSONNEL	DESIGN -ATION/ POST	EDUCATIONAL / PROFESSIONAL QUALIFICATION	TOTAL EXPERIENCE I/C DETAILS OF WORKS CARRIED OUT	DATE SINCE WORKING WITH THE FIRM	TYPE OF PROJECTS HANDLED	HOW WOULD BE INVOLVED WITH THIS PROJECT	REMARK

**Seal & Signature of Authorized Signatory
on behalf of the tenderer/bidder**



ANNEXURE – ‘G’

FORMAT FOR ANTI – COLLUSION CERTIFICATE

Anti – Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our bid for the proposals, we have not acted in concert or in collusion with any other Bidder or other person (s) and also not done any act, deed or thing which is or could be regarded as anti – competitive.

We further confirm that we have not offered or will offer any illegal gratification in cash or kind to any person or agency in connection with instant Proposal.

Date this _____ Day of _____ 2020.

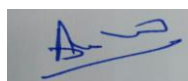
(Name of the Bidder)

**Signature of Authorized Signatory
on behalf of Tenderer with company seal**

(Name of the Authorized Person)

Note:

1. This Certificate is to be submitted on the letterhead of the Bidder/tenderer.



ANNEXURE- H


UNDERTAKING FOR NOT BLACKLISTED

I/We do hereby undertake that we have not been blacklisted or deregistered/debarred by any Central / State Government Department or Central/State Public Sector Undertaking or Central/State Autonomous Body and also that none of our work was rescinded by the client after award of contract during last 5 (Five) Years ending 04.10.2020.

**Signature of Authorized Signatory
on behalf of Tenderer with company seal**

NOTE:

1. The undertaking shall be signed by authorized signatory of the tenderer on the letterhead of the bidder/tenderer.



ANNEXURE- I

INTERGRITY AGREEMENT

To be signed by the bidder and same signatory competent / authorised to sign the relevant contract on behalf of SDMC

This Integrity Agreement is made at on this..... Day of..... 20.....

BETWEEN

Commissioner of SDMC represented through Executive Engineer,.....

(Name of Division)

SDMC,....., (Hereinafter referred as the

(Address of Division)

'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company)

Through..... (Hereinafter referred to as the

(Details of duly authorized signatory)

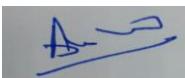
"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.....) (Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for.....

(Name of work) Hereinafter referred to as the "**Contract**".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s). AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of



which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)


- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary



- contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

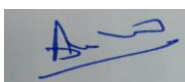
Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:



- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**
- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.



Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

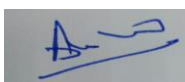
- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, SDMC.

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the **Division** of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side Agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**



Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of Principal/Owner)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1.....

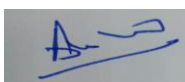
(Signature, name and address)

2.....

(Signature, name and address)

Place:

Dated:



ANNEXURE- J

SAMPLE FORMAT FOR NET WORTH CERTIFICATE

(TO BE ISSUED FROM CHARTERED ACCOUNTANT)


It is to certify that as per the Audited Balance Sheet and Profit & Loss Account during the Financial Year _____, the Net Worth of M/s _____ (Name & Registered Address of individual/firm/company) as on _____ (the relevant date) is Rs _____ after considering all liabilities. It is further certified that the Net worth of the Company has not eroded by more than 30% of the last three years ending on (relevant date)

(Signature of Chartered Accountant)

Name of Chartered Accountant

Membership No of ICAI

Date and Seal

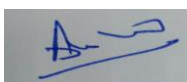


SECTION – VII

FINANCIAL BID SUBMISSION FORMAT

The Financial bid shall only consist of the following documents:

- 1. Letter of Acknowledgement for receiving the tender document.**
- 2. Price Schedule for the Hiring of Manpower Services.**



LETTER OF ACKNOWLEDGEMENT

Date:

To:

Office of the Superintending Engineer (Pr)/NGZ, SDMC,
2nd Floor, Zonal Office Building,
Dhansa Stand, Najafgarh, Delhi-110043

Sir,

Having examined the tender documents, the receipt of which is hereby duly acknowledged, I/We the undersigned offer to carry out ***N.O.W.- Hiring of Manpower Services (Un-skilled) to Work as Safai Karamchari for Toilet/ Urinal/CTC Blocks under the jurisdiction of South Delhi Municipal Corporation.***” as per the financial bid attached.

I/We undertake, if our Tender is accepted, to commence the operation within **Ten**days calculated from the date of issue of your Letter of Intent/ Acceptance of Contract/ Work Order.

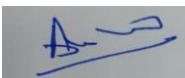
I/We agree to abide by this proposal for a period of 180 days from the date fixed for Tender opening under (Clause 5 of the Instructions to Bidder) and it shall remain binding upon us and may be accepted at any time before the expiration of the period.

Until a formal contract is prepared and executed, this proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

Dated this ____ day of _____ 2020

SEAL OF COMPANY

**Seal & Signature of Authorized Signatory
On behalf of the Tenderer**



PRICE SCHEDULE

N.O.W:- HIRING OF MANPOWER SERVICES (UN-SKILLED) TO WORK AS SAFAI KARAMCHARI FOR TOILET/ URINAL/ CTC BLOCKS UNDER THE JURISDICTION OF SOUTH DELHI MUNICIPAL CORPORATION.

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

S.No.	Description of Item	Unit (per person)	Rate/Amount (in Rs.) in Figures	Rate/Amount (in Rs.) in words
1.	Providing of Manpower (Unskilled Labour) To Work as Safai Karamchari for Toilet/ Urinal/ CTC Blocks under the Jurisdiction of SDMC (Tentative Requirement of Manpower is 686 Nos.)			
a.	Basic Minimum Wages for Unskilled Person	Per Month	To be paid to the Contractor as per the circulated rate of GNCT of Delhi which is as on date is Rs. 14,842/- per month.	
b.	Contractor Charges (inclusive of Profit + Overheads + Uniform + Providing Toilet Cleaning Chemicals , Liquid Handwash & other Consumables etc.)	Per Month		

**Seal & Signature of Authorized Signatory
on behalf of the Bidder/Tenderer**

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 contractor only in Indian Rupees.
3. Education Cess, Labour Cess or any other tax etc. as applicable on date of submission of tender shall be paid by the contractor himself. The contractor shall quote his rates considering all such Taxes. The quoted rates of the bidder for Hiring of Manpower Services should be inclusive of all the taxes, duties, except GST.
4. The rates quoted in the words shall be considered in case of any ambiguity.
5. Total Consolidated monthly amount (including Minimum Wages and Contractor Charges etc.) per person should be quoted by the bidder under each of the category separately. **The GST, ESI, EPF, EDLI and any other Statutory Deductions etc. shall be reimbursed to the contractor by the Engineer-in-charge after satisfying that it has been actually and genuinely paid by the contractor to his deployed employees. A certificate to this effect from a Chartered Accountant is also to be submitted.**
6. The bidder should quote the details (price-break up) of the monthly consolidated amount.
7. Quoted Prices shall be valid for a period of **Three years**. However, on revision of minimum wages, the contractor may request in writing for enhancement of minimum wages to the Engineer-in-Charge which shall be considered, if found reasonable by the SDMC and paid to him only after approval of the competent authority.
8. The charges shall be on 26 days a month basis (as per the norms of Government of NCT of Delhi, Labour Department).
9. **The quoted consolidated Contractor Charges per person per month shall be inclusive of all charges including Cost of Training, Uniform, Supervisor(s) of the Contractor, Substitutes etc.**

