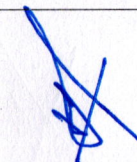


SUBJECT: - "OPERATION & MAINTENANCE OF SERVICE CORRIDOR IN MIDDLE CIRCLE OF CONNAUGHT PLACE, NEW DELHI."

QUERIES RAISED BY BIDDERS DURING PRE-BID MEETING HELD ON 23.12.2016 AT 03.00 PM.

S. No.	RFP Clause	Queries / Suggestions	Clarification
Queries from M/s Nimbus Harbour. (Reference letter dated nil).			
1 & 2	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, 2013. Bidder in the form of JV/consortium, Proprietorship, Partnership is not permitted. A proof for supporting the legal validity of the Bidder shall be submitted. (Section 3 para 3.1 of RFP)	The Company registration act referred is incorrect and whether JV/Consortium, Partnership not allowed.	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, 1956/2013. Rest no change.
3	Clearance: The Bidder should also have clearance from Sales/Service Tax Department, and Income Tax Department. Relevant proof in support shall be submitted. (Section 3 para 3.2 of RFP)	For Clearance from Income tax, Sale tax / Service tax etc. whether registration certificate is enough?	Proof/acknowledgement of upto date filed return has to be submitted by the bidder.
4	The bidder must have valid Electrical Contractors license issued from designated authority, Govt of Delhi at the start of the work. (Section 3 para 3.4 of RFP)	Electrical Contractors license issued from designated authority, Govt of Delhi at the start of the work whereas in checklist Page no. 83- "list of document required" we have to submit the Electrical license	To be removed from list of documents to be submitted to be removed from list of documents to be submitted as per details in para (iv) of Annexure XII.
5.	Experience : Similar works shall mean works related to housekeeping Works, Security & O&M experience in specialized Electromechanical equipments/services. The bidder should have minimum experience of 03 (Three) years in Similar works mentioned above. a) The Bidder should have satisfactorily completed similar work during the last seven years ending last day of month as detailed below:-	The security services experience required with other services. Can the company use ongoing projects as experience criteria?	The bidder can only submit the details of Similar completed work during last seven years as per para 3.5 (a) (i), (ii) and (iii) .

<p>i) Completed Three similar works each costing not less than Rs 80,00,000/- per year or</p> <p>ii) Completed two similar works each costing not less than Rs 1,20,00,000/- per year or</p> <p>iii) Completed one similar work costing not less than Rs 1,60,00,000/- per year</p> <p>Note-1: Costing of completed similar work will be worked out by dividing the cost of work by number of years in which the work has been completed.</p> <p>Note-2: For work of duration less than one year, the cost of work will be considered for one year only.</p> <p>iv) The value of executed works shall be brought to current costing level by enhancing the actual value of work done @ simple rate of 7% per annum, calculated from date of completion to last date of receipt of applications for bidders.</p> <p>(v) The Bidders performance for each work completed in last seven years in hand should be certified by an officer not below the rank of executive engineer or equivalent and should be obtained in sealed cover</p> <p>(Section 3 para 3.5 of RFP)</p>		
<p>6. Turnover : The Bidder should have average annual turnover of Rs. 2.50 crores per annum & exclusive specialized experience item wise such as Security works : 01 Crore & In Electromechanical works : 01 Crore each during the immediate last three consecutive balance sheets (may range from six to eighteen months). This should be duly audited by a Chartered accountant. Year in which no turnover is shown would also be considered for working out the average. The bidder must submit certificate from Chartered Accountant that the average annual financial turnover includes components of similar works defined in clause 3.5. The financial year means the period ending upto 31st March.(Section 3 para 3.6 of RFP)</p>	<p>Whether the information required be given in specific format or annexure required provided by the department.</p>	<p>No Change and no format is provided by NDMC.</p>



7	<p>Bid Security: Bid shall be accompanied by a Bid Security Deposit of Rs. 20,00,000/- (Rupees Twenty Lacs only) in the form of Bank Guarantee/ FDR of any scheduled/ nationalized bank. The validity of the Bank Guarantee/ FDR must be up to 6 (Six) months starting from the date of submission of the bids. The Bank Guarantee / FDR shall be in favour of 'Secretary' NDMC, payable at New Delhi.</p> <p>Validity of Bid :Bids shall remain valid for a period of Six (6) months from the Bid Submission due date. NDMC reserves the right to reject any Bid, which does not meet this requirement.The bid security shall be valid for two month beyond the validity of the proposal.</p> <p>Section 5 para 5.1 and section 6 para 6.1 & 6.2 of RFP)</p>	The condition given is contrary in nature.	No change. The bid security mentioned in section 6 para 6.2 shall be valid for six month
8	<p>B-check maintenance of DG sets including Oil has to be done twice in a year as per instruction of Engineer-in-Charge as per the OEM prescription. superior quality one/two coats of paint shall be done once in a year as per instructions of Engineer-in-Charge. The decision of the Engineer-in-Charge shall be final and binding.</p> <p>(Para 19 page 43 of RFP)</p>	Kindly clarify, who will bear the B-check expenses for DG's?	No Change. It will be responsibility of the agency.
Queries from M/s Sterling & Wilson. (Reference letter dated nil).			
1	<p>The bidder should have its own trained manpower on their rolls required for Operation & Maintenance and will submit Notarized affidavit and undertaking that the workers employed would be paid atleast minimum wages (both for skilled and unskilled) as per orders of Govt. of NCT of Delhi and oblige all statutory requirements with respect to ESI, EPF etc., with reference to those workers.</p> <p>(Section 3 para 3.7 (b) of RFP)</p>	Needs clarification	The bidder should have registration with ESIC and EPF and has to submit Notarized affidavit and undertaking that workers employed against this work would be paid atleast minimum wages (both for skilled and unskilled) as per orders of Govt. of NCT of Delhi and oblige all statutory requirements with respect to ESI, EPF etc., with reference to those workers

2	<p><u>AGENCY'S OBLIGATIONS</u></p> <p>For carrying out the work as per scope, metered water & metered electricity shall be provided to the contractor by the NDMC. However the electric connection is to be taken with the consent of concerned Engineer-in-Charge from the location proposed by him. The expense of electrical and water provisional infrastructure from location of electric meter and water meter provided by NDMC shall be borne by agency.</p> <p>(Para 2 (g) of pg 39 of RFP)</p>	Needs clarification	No Change.
3	<p><u>PERFORMANCE SECURITY</u> In addition to performance Security, security deposit @ 5% shall be deducted from each bill raised by the Agency</p> <p>(Section 23 (d) of RFP)</p>	Needs clarification	No change
4	<p><u>INSURANCE</u> The Agency shall take out and maintain at their own cost insurance against the risks and for the cover ages as specified below:</p> <p>(a) Third party motor vehicle liability insurance as required under applicable motor vehicle act for motor vehicles operated by the personnel of bidder or their sub consultant for the services being provided under this contract.</p> <p>(b) Professional liability insurance with a minimum coverage equal to the contract price and reimbursable.</p> <p>(c) Insurance against loss of or to damage to equipment purchased in whole or in part with funds provided under this contract.</p> <p>(d) NDMC liability and worker's compensation insurance in respect of the personnel of the Agency and any of the sub Agency in accordance with the relevant provisions of the applicable law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate.</p> <p>(e) Third party liability insurance for the period of contract. (Section 5.3 of draft agreement)</p>	Should be part of NDMC as the assets belong under NDMC.	<p>INSURANCE clause changed as described below:-</p> <p>Insurance under workmen's Compensation Act and other liabilities:</p> <p>Compensation if any shall be payable by the contractor at his own cost, under Workmen compensation act on account of injury to all workers belonging to the contractors or sub contractors organization.</p> <p>In the event of there being, any increase on workmen's compensation, insurance premium under any law or any additional or new liability under the labour laws being imposed on the contractor after the date of submission of the tender, the additional expenditure incurred by the contractor shall be borne by him and no claim shall be entertained by NDMC on any account. The contractor may envisage such increase/s in the quoted price. No payment shall be released to the contractors unless they produce proof of policy of labours premium paid to the insurance agency.</p>

5	SUB-LETTING OF THE SERVICES The approved bidder/Agency will not generally vertically sub-let the services or a part thereof to any other party, however, for operational services for various installations and equipments may be given on contract to its authorized Agency, but with prior approval of NDMC. In case of such Agency, the successful bidder would be responsible for the conduct performance of the party to whom such contract is given. (section 5..5 of Draft Agreement)	Security & Housekeeping need to be sub-let, specially for providing security, agency should need PASARA license.	Agreed for joint venture for one of the services out of House keeping, Security and O&M of electro-mechanical equipments.
6	STATURTORY OBLIGATIONS :The ESI and EPF contribution on the part of employer in respect of this contract shall be paid by the Agency. These contributions on the part of the employer paid by the Agency shall be reimbursed by the Engineer-in-Charge to the Agency on the actual basis. The applicable eligible amount of EPF&ESI shall be reimbursed preferably within 7days but not later than 30 days of submission of documentary proof of payment provided same are in order. The Agency shall furnish to the NDMC proof of payment/Payment undertaking of wages, EPF, and ESI contribution in respect of its employees deployed to discharge its obligations under this agreement along with relevant returns and proof having filed relevant individual form for employees deputed for the services. (section 5.6 of Draft Agreement)	Can the contributions be claimed alongwith our monthly invoice?	Already mentioned in section 5.6 of draft agreement.
7	Pump Operator (additional for 15 th June to 15 th sep. during rainy season every year) (Annexure-III of pg 60 & 61 of RFP)	How agency will deploy manpower for three months only?	No Change.
Queries from M/s Karcher			
1	Regarding Machines and T&P (Para 1 (j) of pg 45 of RFP)	Whether the make and model no of specific machines which are to be included for specific operations can be included?	The request was rejected with no change in such condition.

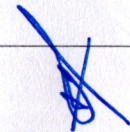
Queries from M/s R.K. Jain & Sons

1	PERFORMANCE SECURITY: The Contractor shall for due and punctual performance of obligations hereunder in relation to the "OPERATION & MAINTENANCE OF SERVICE CORRIDOR IN MIDDLE CIRCLE OF CONNAUGHT PLACE, NEW DELHI" deliver to NDMC, a Performance Security of 5% of the bid amount in the form of Bank Guarantee / FDR/bankers cheque from a Indian nationalized/Scheduled Bank duly discharged in favour of 'Secretary' NDMC payable at New Delhi. The validity of Performance Security must be upto the end of agreement period. If the Performance Security is submitted with validity for initially two years, then same has to be increased or submitted afresh before expiry date upto the end of agreement period without fail. This bank guarantee shall be returned upon successful completion of the Project on expiry of the agreement period within 30 days of expiry of the agreement period after adjustment of any dues if any.(Section 23 of RFP)	Whether required Bank Guarantee / FDR/bankers cheque from a Indian nationalized/Scheduled Bank or any Nationalized bank only.	Accepted Change in 5.1
2	INSURANCE: Professional liability insurance with a minimum coverage equal to the contract price and reimbursable. (Section 5.3 of draft agreement)	Justification for minimum amount insurance.	Not agreed
3	PAYMENT TERMS : No running account bill shall be paid for the work till labour licenses, registration with EPFO,ESIC and BOCW welfare board, whatever applicable are received from agency by Engineer-in-Charge. Though, the bid amount to be approved in pursuant to the RFP process would be for five years, however the Agency will raise monthly bills on proportionate basis. NDMC will pass these monthly bills. However, if it is required under law to deduct some statutory taxes at source, they will be deducted before the bill a paid. Penalties if any will also be recovered from the bill before payment.(Section 5.4 of draft agreement)	BOCW should not be applicable.	No change.

4	<p>STATUTORY OBLIGATIONS: The ESI and EPF contribution on the part of employer in respect of this contract shall be paid by the Agency. These contributions on the part of the employer paid by the Agency shall be reimbursed by the Engineer-in-Charge to the Agency on the actual basis. The applicable eligible amount of EPF&ESI shall be reimbursed preferably within 7days but not later than 30 days of submission of documentary proof of payment provided same are in order. The Agency shall furnish to the NDMC proof of payment/Payment undertaking of wages, EPF, and ESI contribution in respect of its employees deployed to discharge its obligations under this agreement along with relevant returns and proof having filed relevant individual form for employees deputed for the services.(section 5.6 of Draft Agreement)</p>	<p>The 30 days ceiling be removed as CPWD has provision for late payment.</p>	<p>No Change</p>
5		<p>Skilled worker Needs qualification as prescribed in Govt. rule.</p>	<p>Qualifications required as per draft RFP.</p>
6		<p>10C needs to be incorporated. Payment on Account of Increase in Prices/Wages due to Statutory Order(s) If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and/or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes of rate in sales tax/VAT, Central/State Excise/Custom Duty) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tender</p>	<p>Agreed. Will be added in agreement at Appropriate place.</p>

including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, then the amount of the contract shall accordingly be varied and provided further that any such increase shall be limited to the price/wages prevailing at the time of stipulated date of completion considering the effect of extra work (extra time to be calculated on prorata basis only as cost of extra works x stipulated period/ tendered cost).

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes of rate in sales tax/VAT, Central/State Excise/Custom Duty), NDMC shall in respect of materials incorporated in the works (excluding the materials covered under Clause 10CA and not being material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 hereof) and/or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor,



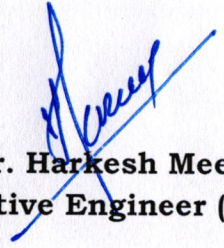
such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2 rule or order.

Engineer-in-Charge may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages.

The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such materials and/or wages of labour, give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply. For this purpose, the labour component of the work executed during period under consideration shall be the percentage as specified in Schedule F, of the value of work done during that period and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled adult male mazdoor, fixed under any law, statutory



7		There should be provision of salary increase.	Applicable as per clause 10C. 10C to be included in the agreement
8		Required store and office space for work.	Agreed. Space will be provided at an appropriate location in the project area as per decision of Engineer-in-charge. The office space must be exclusively used for the work of O&M of service corridor.
9		Whether free electricity and free water is to be provided by NDMC?	Not agreed.
10		Payment to staff may be made by cash for first one month.	Not agreed
11		Overall control of project is not with Civil Engineering Department since Electric Tube Light etc to be checked by Electric Department by JE/AE/EE	The Electrical portion will be looked after by JE(Electrical) under the control of Engineer-in-charge.


(Er. Harkesh Meena)
Executive Engineer (CP)