

# **New Delhi Municipal Council**

**Civil Engineering Department**

D/ 52 /EE (CP)/2017

dt : 8-2-2017

## **REQUEST FOR PROPOSAL**

**FOR**

**O & M OF SERVICE CORRIDOR IN MIDDLE CIRCLE OF  
CONNAUGHT PLACE, NEW DELHI.**

Issued to:

M/s

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NEW DELHI MUNICIPAL COUNCIL**  
**OFFICE OF THE EXECUTIVE ENGINEER(CP)**  
**ROOM NO. 1611 PALIKA KENDRA, CONNAUGHT PLACE. NEW DELHI.**  
**PHONE NO. Phone: 011-23362429 Email: [ndmc.eecp@gmail.com](mailto:ndmc.eecp@gmail.com)**



### Disclaimer

The information contained in this Request for Proposal ("RFP") document or subsequently provided to Bidder(s), whether verbally or in documentary or in any other form, by or on behalf of New Delhi Municipal Council (hereafter referred to as "NDMC") or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is intended to be and is hereby issued only to the pre-qualified Bidders fulfilling minimum eligibility criteria. This RFP is not an agreement and is neither an offer nor invitation by the NDMC to the prospective Bidders or to any other person. The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the NDMC, their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where ever necessary obtain independent advice from appropriate sources. The NDMC, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

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



## CONTENT

**N.O.W :- O&M of SERVICE CORRIDOR IN MIDDLE CIRCLE CONNAUGHT PLACE,  
NEW DELHI**

Sr No.	Description	Page No.	
		From	To
1	<b>Bid Submission Form</b>	4	4
2	Undertaking	5	5
3	Bidder's profile	6	7
4	Part-A Information & Instruction to Bidders	8	23
5	Part-B Service Level of Various Services	24	
5(a)	I- Housekeeping Services & Pest Control Including Anti-Termite Treatment	25	28
5(b)	II-Security Services	29	30
5(c)	III-Drainage system & Pumps	30	31
5(d)	IV- CCTV system, Access Control System & PA system	31	37
5(e)	V-Indoor Electrical Installations (IEI), DG sets, Air Ventilation System & Air conditioners	38	47
6	Part -C Financial Bid Document.	48	56
7	Annexure-I 'Drawings	57	58
8	Annexure-II List of Minimum Tools and Tackles to be deployed	59	59
9	Annexure-III Details of Qualifications and Experience of minimum personnel to be deployed	60	61
10	Annexure-IV 'Penalties'	62	64
11	Annexure-V Inventory details of Service Corridor	65	74
12	Annexure-VI 'Deployment plan' format	75	75
13	Annexure-VII 'Proposed Action Plan' format	76	76
14	Annexure-VIII 'Self Appraisal (Competency Statement) by the bidder' format	77	77
15	Annexure-IX 'Anti-Collusion Certificate' format	78	78
16	Annexure-X 'Format of Bank Guarantee for Bid Security'	79	80
17	Annexure-XI 'Format for Technical Bid'	81	82
18	Annexure-XII List of documents to be submitted along with Technical Bid	83	84
19	Annexure-XIII Integrity Pact	85	90



## BID SUBMISSION FORM

Date: \_\_\_\_\_

### LETTER OF BID

To

EXECUTIVE ENGINEER (CP)  
NEW DELHI MUNICIPAL COUNCIL  
Room No. 1611, 16<sup>TH</sup> Floor, Palika Kendra,  
Sansad Marg, New Delhi 110001

Ref: Invitation for Bid No./ **RFP NO.**

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for **"OPERATION & MAINTENANCE OF SERVICE CORRIDOR IN MIDDLE CIRCLE OF CONNAUGHT PLACE, NEW DELHI."** Submitted to NEW DELHI MUNICIPAL COUNCIL, Room No. 1611 Palika Kendra, Sansad Marg, New Delhi.
3. Our bid shall be valid for a period of **six months** from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the RFP Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory

(Authorised person shall attached a copy of Authorisation for signing on behalf of Bidding company)

Full Name and Designation

(To be printed on Bidder's letterhead)



### UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
3. I/We give the rights to the competent authority of the NEW DELHI MUNICIPAL COUNCIL to forfeit the Earnest Money/Security money deposit by me/us and initiate proceedings to blacklist me/us in case of breach of conditions of Contract.
4. I hereby undertake to provide the manpower for housekeeping services Upkeeping services, Security Services, O&M services as per the directions given in the RFP document/contract agreement.
5. I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, If such a violation comes to the notice of Department, then I/We shall be debarred in NDMC contracts in future forever. Also, if such a violation comes to the notice of department before date start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of earnest money deposit/Performance guarantee.

Place:

Date:

Signature of Bidder/Authorized  
signatory.....

Name of the  
Bidder.....  
.....

Seal of the Bidder



## BIDDER'S PROFILE

### General:

1. Name of the firm.....
2. Name of the authorized person submitting the Bid (Shri/Smt.).....
3. Designation of the authorized person submitting the Bid.....
4. Name, Designation, address and Mobile Number of alternate person.....  
.....
5. Address of the Agency  
.....  
.....  
.....
6. Tel no. with STD code (O).....(Fax)..... (R).....
7. Mobile No. of the person submitting the Bid.....
8. E-mail of the person submitting the Bid.....
9. Organization's email ID.....
10. Website Address.....
11. Registration & incorporation particulars of the Agency:
  - i) Private Limited
  - ii) Public Limited
  - iii) Any other – Please specify.....
12. Name of Director(s).....
13. Email ID of Director (s).....
14. Mobile Number of Director (s).....
15. Bidder's bank, its address and current account number .....



.....  
16. Permanent Income Tax number, Income Tax circle .....

.....  
(Please attach copies of income tax return for last three years) .....

17. Service Tax Number.....

(Please attach copies of Service Tax Registration Number)

18. TIN Number.....

19. EPF Registration Number.....

20. ESIC Registration Number.....

21. Particulars of EMD

- i) FDR/ Bank Guarantee No.....
- ii) Date.....
- iii) Name of Bank.....
- iv) Address of Bank.....
- v) Validity of BG/FDR.....

22. Particulars of RFP Fee

- i) Demand Draft No. ....
- ii) Date. ....
- iii) Name of Bank.....
- iv) Address of Bank. ....
- v) Validity of DD.....

23. Description of similar works executed during the last three years (Please furnish copies of completion certificate from the Government Department / Organization) – As per Clause 3.5 of part-A

Description of Work / Order Executed	Actual Value of work / order Executed	Name of Government Department / Organization	Start Date	Finish Date	Document evidence at page No.



## REQUEST FOR PROPOSAL

### PART-A

#### INFORMATION & INSTRUCTIONS TO BIDDERS

##### **1.1 Definitions and explanations:**

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

- (a) "Successful Bidder" shall mean the Company/Agency/Firm/Institution, who's RFP have been approved for operation and maintenance of Service Corridor in Middle Circle of Connaught Place, New Delhi and its premises in pursuant to this RFP process and it includes its legal heirs, representatives, administrators, successors and permitted assigns.
- (b) "Agreement" shall mean the Agreement to be signed by and between the NDMC and the O&M Agency (Successful Bidder) for providing Services in pursuant to this RFP process.
- (c) "Bidder" shall mean company/agency/firm/institution who submits its bids for "O&M of Service corridor in middle circle of Connaught place, New Delhi" under this RFP.
- (d) "Service Corridor in Middle Circle of Connaught Place" shall mean the Service Corridor including Transformers Rooms with substations, Control Room & Battery Room in Palika parking, DG Set Room & all access Entry/Exit staircases including its connected Service trenches, garland trenches crossing outer circle around A,B,C,D,E,F blocks of inner circle and G,H,K,L,M & N Blocks of outer circle Connaught Place.
- (e) "NDMC" shall mean New Delhi Municipal Council, whereas The Engineer-in-charge means the Executive Engineer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the NDMC.
- (f) "Effective Date" shall mean the date from which the Agreement in pursuant to this RFP process comes into force.
- (g) "Party" shall mean any party to the Agreement under this RFP process and "Parties" shall mean both the parties to the Agreement.
- (h) "Services" shall mean "Housekeeping services, Upkeeping services, Security services and Operation & maintenance Services in Service Corridor in Middle Circle of Connaught Place, including Transformers Rooms with substations, Control Room & Battery Room in Palika parking, DG Set Room & all access Entry/Exit staircases including its connected Service trenches, garland trenches crossing outer circle around A,B,C,D,E,F blocks of inner circle and G,H,K,L,M & N Blocks of outer circle Connaught Place.
- (i) "Agency" shall mean the Company/Agency/Firm/Institution. Who's RFP have been approved for operation and maintenance in the Service Corridor in Middle Circle of Connaught Place and its premises in pursuant to this RFP process and it includes its legal heirs, representatives, administrators, successors and permitted assigns.
- (j) "Successful Bidder Personnel" shall mean and include all the employees, agents, sub-contractors etc., of Successful Bidder who may be engaged by the Successful Bidder



(directly or indirectly) for providing the Services under the Agreement in pursuant to this RFP process.

- (k) "Service level (s)" shall mean and include all the standards and Service levels as listed out in this RFP document in Part 'B' and annexure (s) enclosed hereto.

If there is any dispute between the parties about interpretation of any term, any clause or any other issue regarding this RFP or Agreement in pursuant to this RFP process, the matter will be referred to Engineer in Charge and the decision given by him would be binding on both the parties.

## 1.2 Project Framework

The New Delhi Municipal Council (NDMC) intends to outsource the House keeping, Upkeep services & Security Services as well as O&M services of the service corridor in Middle circle of Connaught Place and its premises to a reputed and capable O&M service agency with requisite qualifications having adequate experience in the field and financial strength for the period of 05 years as per terms & conditions, Service Levels, performance standard and guidelines given in this RFP document.

### a) Probable area for which Services are to be out sourced:

The area to be covered under House Keeping, Upkeep services & Security Services and O&M services in the "Service Corridor in Middle Circle of Connaught Place" premises is tentatively mentioned hereunder:-

The Service Corridor in Middle Circle, Connaught Place includes complete the Service Corridor including Transformers Rooms with substations, Control Room & Battery Room in Palika parking, DG Set Room & all access Entry/Exit staircases including its connected Service trenches, garland trenches crossing outer circle around A,B,C,D,E,F blocks of inner circle and G,H,K,L,M & N Blocks of outer circle Connaught Place.

### Tentative area of Service Corridor:

- a) 1.20 km approximate length of service corridor
- b) Transformers Rooms with substations.
- c) Control Room & Battery Room in Palika parking.
- d) D.G. Set Room
- e) 31 Access Entry/Exit staircases
- f) Connecting service trenches and Garland trenches

Sl. No	Service Area	Area (sqm)(Approx.)
1	Service Corridor (Area of Bottom Surface )	8058
2	Service Corridor Wall	16970
3	Transformer Rooms including Substations & Airwasher Bays Wall	9638
4	Transformer Rooms including Substations &	4491



	Airwasher Bays (Area of Bottom Surface )	
5	Control Room & Battery Room in Palika Parking	232
6	Granite in staircase/flooring etc.	2710

Note:

- a) The bidders should quote the rates as reflected in Part-C. The area in above list is tentative subject to the verification by the bidders during the site visit for their purposes.
- b) Willing Bidders are advised to inspect the site thoroughly, understand it after having discussions with NDMC officers before submitting the RFP at their own cost. The bidder shall get fully acquainted with the scope of work during site inspection, as no claim whatsoever will be entertained for any alleged ignorance thereof after having the proposal discussed and understood with NDMC officers before submitting the RFP at their own cost.

**1.3 Inventory of Installations and Equipments:**

- a) The Inventories of structure, various installations in service corridor, Drainage works and pumps, Internal Electrical installations (IEI), DG sets, Air Ventilation system, Control room, DG sets etc. in the Service Corridor in Middle Circle and its premises, Connaught Place related to work is mentioned along at Annexure-V in this RFP document.
- b) The inventories as listed out as mentioned at above Para are purely tentative, and variation is likely to be there, nothing extra shall be paid. The inventory shall be verified by the bidder before submission of the bid and final inventory shall be agreed upon with mutual consent of both parties for carrying out of O&M of Service corridor.

1.4 The sealed bidding documents should be delivered in the office of Executive Engineer (CP) within the stipulated date and time. RFP Documents may be collected from Executive Engineer (CP) Room No. 1611, 16<sup>th</sup> floor, Palika Kendra, Sansad Marg, New Delhi 110001 on payment of RFP Cost of Rs.5000/- (Rupees five thousand only) through Bank Draft/Pay Order in favour of **Secretary NDMC, payable at New Delhi** on any working day between 11.00 am to 5.00 pm.

1.5 The RFP documents may also be downloaded from this office website [www.ndmc.gov.in](http://www.ndmc.gov.in). Those bidders who wish to download the RFP documents from the office website should furnish the RFP cost of Rs. 5000/- through Bank Draft/Pay Order in favour of **Secretary NDMC, payable at New Delhi** along with the Bidding Documents.

1.6 While all efforts have been made to avoid errors in the drafting of the RFP documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the RFP documents shall be entertained.

1.7 Each page of the RFP documents must be stamped and signed by the person or persons authorized for submitting the RFP in token of his/their having acquainted himself/



themselves and accepted the entire RFP documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the NDMC. **NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS BIDDING DOCUMENT.**

1.8 No additional condition(s) from the bidder would be accepted.

1.9 The bidder must have their proper office and space in Delhi/NCR. In addition to required proper office and space by contractor, NDMC will provide space at an appropriate location in 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.

1.10 The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.

1.11 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with the requisite documents, or not fulfilling any other requirements, stipulated in the RFP documents are liable to be rejected.

1.12 The Site shall be handed over to the successful bidder within 07 days from the date of signing of agreement.

## **Section – 2 SCOPE OF WORK**

2.1 The NDMC has planned to outsource the House Keeping, Upkeeping Services, Security services as well as Operation & Maintenance services at the Service Corridor in Middle Circle of Connaught Place and its premises to a reputed and capable O&M Service Bidder with requisite qualifications mentioned in this RFP document.

2.2 The Service corridor shall be handed over to the Contractor **within 07 days** from the date of signing of agreement. The Operation & Maintenance of the Service corridor shall be for a period of **Five years** from the date of signing of agreement within which the Contractor is expected to maintain to the highest standards of service level as per the requirements in accordance with term & conditions and standards specified herein.

2.3 The scope include utilities running through the Service Corridor including Transformers Rooms with substations, Control Room & Battery Room in Palika parking, DG Set Room & all access Entry/Exit staircases. The project would include the following major activities; but not limited to the specified ones:

- House Keeping of the Service Corridor/Tunnel, Control Room, D G Set Room, Battery Room at Palika Parking, Transformer Rooms and all Access Entry / Exit Staircases.
- Housekeeping services including pest control services and Security services of Service Corridor and in connecting trenches.
- Security Services for aforesaid items.
- O&M of Security Access Control System
- O&M of CCTV & PA system at Control Rooms.
- O&M of Drainage works in Service Corridor including regular drilling of pumps installed in corridor and Punchkuian Road pump house and other required arrangements in monsoon season with standby pumps etc.



- O&M of IEI (Internal Electrical Installation) i.e. Indoor Lighting System with allied works and O&M of DG sets for Service Corridor.
- O&M of Mechanical Air Ventilation system i.e. Air-washer, Axial fan and Jet Fan with allied control panel and Accessories including Air conditioners installed in Control room and Battery room at Palika Parking.

### **Section – 3 MINIMUM ELIGIBILITY CRITERIA**

The following shall be the minimum eligibility criteria for selection of technical bid of the bidders.

- 3.1 **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, 1956/2013. 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. MoU is allowed with an expertise agency for any one of the services out of (i) Housekeeping Services (ii) Security Services (iii) O&M of Electro mechanical equipments. The bidder shall submit minimum for three expertise agencies along with technical bid and NDMC shall have the right to choose the agency from which it want to get the services . Decision of NDMC shall be deemed final and acceptable to the agency in this regard. The agency with which bidder wishes to do MOU must have minimum experience of five years in its field.
- 3.2 **Registration:** The Bidder should be registered with the Income Tax, Service Tax and also registered under the labour laws, Employees Provident Fund Organisation, Employees State Insurance Corporation. The proof/acknowledgement of upto date filed return has to be submitted by the bidder.
- 3.3 **Clearance:** The Bidder should also have clearance from Sales/Service Tax Department, and Income Tax Department. Relevant proof/acknowledgment of upto date filed return has to be submitted by the bidder.
- 3.4 The bidder must have valid Electrical Contractors license issued from designated authority, Govt of Delhi at the start of the work.
- 3.5 **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. Only for the purpose of experience in similar work, experience of the work for which MoU is done with expertise agency shall be considered.
  - a) The Bidder should have satisfactorily completed similar work during the last seven years ending last day of month ..... as detailed below:-
    - i) Completed Three similar works each costing not less than **Rs 80,00,000/- per year**
    - or



ii) Completed two similar works each costing not less than **Rs 1,20,00,000/- per year**

or

iii) Completed one similar work costing not less than **Rs 1,60,00,000/- per year**

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.

Note-2: For work of duration less than one year, the cost of work will be considered for one year only.

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.

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.

### 3.6 Turnover, Net Assets & Solvency

a) 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 31<sup>st</sup> March.

b) The bidder should have Net Assets of Rs. 1.50 Crores in the financial year 2015-16. Net Assets shall be calculated and certified by an Independent, Chartered Accountant/Firm of Chartered Accountants registered with the Institute of Chartered Accountants of India (ICAI).

c) The bidder should have Solvency of Rs.80 (Eighty)lacs in the month of submission of bid duly certified by his bankers.

d) Bidder should not have incurred any loss in more than two years during the immediate last five consecutive financial years calculated and duly certified by an Independent, Chartered Accountant/Firm of Chartered Accountants registered with the Institute of Chartered Accountants of India (ICAI).

### 3.7 Deployment of O&M Team & Action Plan:

a) The bidder should have sufficient number of technical and administrative employees for the proper execution of the contract. The bidder should submit the list of these employees stating clearly how these would be involved in this work.

b) The bidder should have its own trained manpower on their rolls required for operation and maintenance. 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.

- c) The bidder, along with the technical bid, will submit a detailed deployment plan (Annexure-VI) for dedicated team members on behalf of the Bidder to be deployed to execute day-to-day scheduled operation and maintenance under House Keeping, O&M Service, security etc according to terms and conditions of this RFP. In case of absence of the staff from the duty, firm has to make alternate arrangement failing which recovery shall be made as per Annexure-III
- d) Likewise the bidder will also submit an action plan (Annexure-VII) for day-to-day House Keeping Services, security services and O&M Services at the Service Corridor in Middle Circle of Connaught Place and its premises within the scope of work.

3.8 The bidder should own minimum of Maintenance tools & equipments as mentioned in Annexure-II for the proper and timely execution of work.

3.9 **Financial Sustainability:** The bidder shall prepare cost estimates as per defined scope of work, terms and conditions set herewith for Operation & Maintenance of Service Corridor in Middle Circle of Connaught Place and submit along with the bid.

3.9 Any entity which has been barred by the NDMC, MCD, Central/ State Government, or any entity controlled by them, from participating in any project and the bar subsists as on the date of Application, would not be eligible to submit an Application.

3.10 The bidders should have been registered with the Labour Commissioner under Section-7 of the Contract Labour (Regulation & Abolition) Act- 1970.

3.11 The bidder has to submit their bid and the bidder shall meet the minimum eligibility criteria.

3.12 All financial documents in r/o eligibility criteria or otherwise mentioned in the RFP should be issued/duly audited/ authenticated by an Independent, Chartered Accountant/ Firm of Chartered Accountants registered with the Institute of Chartered Accountants of India (ICAI)

3.13 The contractor whose bid is accepted will also be require to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW welfare Board and Programme Chart (Time and progress). It must be deposited within 15 days of issuance of the letter of award. The letter of Award shall be issued to the lowest agency only on receipt of applicable labour license, registration with EPFO, ESIC and BOCW welfare board or on submitting the proof of applying thereof.

3.14 The bidders will enclose a Self Appraisal (Competency Statement) in annexure- VIII in which reason, in not more than 1 page (or 800 words), would be mentioned why the bidder considers itself suitable for the Service under this RFP process.

3.15 The bidder qualify the minimum eligibility criteria as per section-3 of the RFP for further evaluation of bids.



#### **Section – 4 BIDDER'S RESPONSIBILITY BEFORE PROPOSAL SUBMISSION**

- 4.1 The Bidder shall be responsible for all the costs associated with the preparation of the Proposal and their participation in the selection process. NDMC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the selection process.
- 4.2 The Bidder shall ensure that the bid is complete in all respects and conforms to all requirements indicated in the RFP document.
- 4.3 **Site Visit and Field Investigations, if any:** Permission shall be granted by NDMC to visit the site on receipt of a formal written request, reasonably in advance of the proposed date of visit. The Bidder shall visit and examine the site and obtain for themselves, at their own responsibility, all the information and data that may be necessary for submission of offer, and entering into agreement for operation and maintenance of Service Corridor. The inventory and related information, which has been provided in this RFP document, is intended to guide the bidders in preparing their Proposal only. NDMC shall not stand guarantee for and shall not be held responsible for the veracity of the data related to cost and revenue, which have been made available in this document.
- 4.4 **Costs associated with Visits and Field Investigations, if any:** The costs of visiting the site, and undertaking any further studies and investigations shall be at the Bidder's own expense. The Bidder and any of his personnel or agents can visit site.
- 4.5 **Familiarity with Clearances:** The Bidder should be familiar with the clearances required from various authorities to commence work. A Bidder shall be deemed to have carried out preliminary checks with relevant authorities.
- 4.6 It would be deemed that by submitting the Bid, the Bidder has:
- i. Made a complete and careful examination of the RFP document.
  - ii. Obtained all relevant information about the project.
- 4.7 NDMC shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

#### **Section – 5 BID SECURITY**

- 5.1 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.**
- 5.2 No request for transfer of any previous deposit of security deposit, or bid security or adjustment against any bills held by the Department in respect of any previous work



shall be entertained.

- 5.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after submitting the bids, the aforesaid bid security shall be forfeited by the NDMC.
- 5.4 The RFP bids without bid security shall be summarily rejected.
- 5.5 No claim shall lie against the NDMC in respect of erosion in the value or interest on the amount of bid security deposit.
- 5.6 **The bid security may be forfeited:**
- a) If the bidder withdraws his bid during the period of bid validity specified in this RFP; or
  - b) In case of successful bidder, if the bidder
    - i. Fails to sign the agreement in accordance with the terms of the RFP document;
    - ii. Fails to furnish required performance security in accordance with the terms of RFP document within the time frame specified by the NDMC;
    - iii. Fails or refuses to honor his own quoted financial offer for the services or part thereof.

#### **Section – 6 VALIDITY OF BID AND BID SECURITY**

- 6.1 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.
- 6.2 The bid security shall be valid for **two month beyond** the validity of the proposal.
- 6.3 Any bids not accompanied with an acceptable Bid security shall be rejected.
- 6.4 The Bid security of the unsuccessful Bidders would be returned after the acceptance of successful bid and issuance of the letter of award to the successful bidder.
- 6.5 The Bid security of the successful Bidder will be discharged when the successful Bidder will sign the agreement and furnish the Performance Security.

#### **Section – 7 PRE-BID MEETING**

- 7.1 A pre-bid meeting shall be held for any clarifications and replies of the queries to bidders.
- 7.2 A pre-bid meeting shall be held on 16.02.2017 at 03.00 PM in the office of Chief Engineer (Civil-I), 15th Floor, Room No.-1501, Palika Kendra, Parliament Street, New Delhi-110001. Bidders will be required to send their queries in writing or mail two days



prior of the pre-bid meeting to:  
**Executive Engineer ( CP)**  
**New Delhi Municipal Council**  
**Room No.1611, 16<sup>th</sup> Floor,**  
**Palika Kendra, Sansad Marg,**  
**New Delhi - 110001.**  
**Email: ndmc.eecp@gmail.com**  
**Tel.: 011-23362429**

- 7.3 Minutes of the meeting, including the text of the questions raised and the responses given, would be sent to all prospective Bidders. Any modifications of the RFP document as per the minutes of meeting, which may become necessary as a result of the Pre-bid meeting, shall be part of the agreement.
- 7.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder. However, all clarifications and modifications presented in the Minutes of Meeting will be legally binding on all the Bidders irrespective of their attendance at the Pre-Bid Conference. No further questions or query will be entertained after pre-bid meeting.

#### **Section – 8 AMENDMENT TO RFP DOCUMENT**

- 8.1 At any time prior to the deadline for submission of Proposal, NDMC may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the RFP Document by the issuance of Addenda.
- 8.2 Any Addendum thus issued will be sent in writing to all responsive bidders in pre bid meeting (Preferably through e-mail) and will be uploaded on NDMC website. The Bidders should remain in touch with NDMC website till the proposal submission due date.
- 8.3 NDMC may, at its discretion, extend the Proposal Submission Due Date.

#### **Section – 9 CLARIFICATION FROM BIDDERS**

To assist in the evaluation of Proposal submitted by bidders, NDMC may, at its discretion, ask any bidder for clarification of its Proposal. The request for clarification and the response shall be in writing within the requested time. All the bidders fulfilling the eligibility criterion may be given an opportunity to make a presentation of their proposal before the Technical committee.

#### **Section – 10 LANGUAGE**

The Proposal submission and all related correspondences should be written in the English language. Supporting documents and printed literature furnished by bidders with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.



## **Section – 11 BID DOCUMENTATION**

- 11.1 The Proposal should have no overwriting except as necessary to correct errors made by the Bidders themselves, in which case such corrections must be initialed with date by the person signing the Bid.
- 11.2 The Proposal and its copies shall be typed or written in indelible ink and the authorized representative of the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person (s) signing the Bid.
- 11.3 The financial bid, in exception to clause 11.1 & 11.2 of this RFP, should have no overwriting, alterations, omissions, additions, or any other amendments made to the Proposal.

## **Section – 12 RIGHT OF ACCEPTANCE AND REJECTIONS OF NDMC**

- 12.1 Notwithstanding anything contained in the RFP document, NDMC reserves the right to accept or reject all Proposal submissions, at any time without assigning any reason for cancellation.
- 12.2 The NDMC reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the Lowest financial offer or any specific bid. The decision of the NDMC in this regard shall be final and binding.
- 12.3 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bid liable for rejection.
- 12.4 The competent authority of the NDMC reserves the right to award any or part or full contract to any successful bidders at its discretion and this will be binding on the bidders.
- 12.5 The NDMC may terminate the Contract if it is found that the bidder / successful bidder / Contractor is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

## **Section – 13 BID SUBMISSION DUE DATE**

Proposal will be received up to 16.00 hours on 27.02.2017 **2016** at **Executive Engineer (CP) NDMC office**. Any Proposal, which is received after the prescribed deadline shall be returned, unopened. The bids shall be opened at 16.00 hours on the due date of submission.



#### **Section – 14 SUBMISSION OF OFFERS**

The bidder shall prepare and submit their proposals in original and one copy clearly marking 'ORIGINAL' and 'COPY' and as per the procedure detailed below:

- 14.1 The original copy of the Bid security (FDR or Bank Guarantee) of the required value and in approved format shall be sealed separately in a envelope mentioning: **Envelope - A1 BID SECURITY FOR "Operation & Maintenance of Service Corridor in Middle circle at Connaught Place, New Delhi"**.
- 14.2 The original and copy of the Technical Bid shall be sealed separately in the envelope mentioning: **Envelope – A2 TECHNICAL BID FOR "Operation & Maintenance of Service Corridor in Middle circle at Connaught Place, New Delhi "**
- 14.3 The original and copy of the Financial Proposal shall be sealed separately in the envelope mentioning: **Envelope – B FINANCIAL BID FOR "Operation & Maintenance of Service Corridor in Middle circle at Connaught Place, New Delhi"**.
- 14.4 The original and copy of the Technical Bid in envelope A2 and Financial Bid in envelope "B" shall also be sealed.
- 14.5 All the above envelopes viz. "A1", "A2" and "B" shall then be sealed in one outer envelope for the original and copy of RFP.
- 14.7 The inner and outer envelopes shall be addressed to EE (CP), NDMC at the address provided in the **Para 7.2**.
- 14.8 The inner envelopes shall also indicate the name and address of the Bidder to enable the Proposal to be returned unopened in case it is late.
- 14.9 If the outer envelope is not sealed and marked as above, NDMC will assume no responsibility for the misplacement or premature opening of the Proposal.
- 14.10 **NDMC** must receive proposals at the address not later than the time and date stipulated in the Section 13.

#### **Section – 15 LATE BIDS**

NDMC will not, accept any Proposal received after the Bid Submission Due Date and Time. Late submission will be rejected and returned unopened.

#### **Section – 16 OPENING OF OFFERS**

- 16.1 The offers as received shall be opened by the NDMC on the date and time of opening as detailed here in above, in presence of bidders who choose to be present. On opening of the main envelope it will be checked if it contains: i) Bid Security (Envelope A(1)) ii) Technical Bid (Envelope A(2))) (iv) Financial Bid (Envelope B)



16.2 The bid security will be opened first and will be checked for its requisite value and format.

16.3 If the documents do not contain Bid Security, or not of required value or not in acceptable form, the offers submitted will be rejected.

16.4 The Technical and Financial bid shall not be opened on that day and shall be kept separately in the safe custody of NDMC to be opened and evaluated later on as per the procedure.

#### **Section – 17 CONFIDENTIALITY**

NDMC will treat all information submitted as part of Bid in confidence and would require all those who have access to such material to treat the same in confidence. NDMC will not divulge any such information unless it is ordered to do so by any authority that has the power under law.

#### **Section – 18 TESTS OF RESPONSIVENESS**

Prior to evaluation of Bid submission, Department will determine whether each Bid is responsive to the requirements of the RFP document. Any Bid submission shall be considered responsive if:

- a) It is received by the Bid Submission Due Date including any extension thereof.
- b) It is signed, sealed and marked as stipulated in RFP.
- c) It is accompanied by the Bid Security.
- d) Contains all the information as requested in the RFP document

NDMC reserves the right to reject any Bid submission which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained in respect of such Bid submissions.

#### **Section – 19 EVALUATION AND COMPARISON OF BIDS**

19.1 NDMC will evaluate and compare the bid determined to be substantially responsive and as per the procedure detailed below. In the event of any discrepancy between "ORIGINAL" and "COPY" the contents of "ORIGINAL" shall prevail.

19.2 The bids of only those bidders whosoever have submitted the complete bids (Bid Security, technical bids & financial bids) will be considered for bid evaluation process.

19.3 After opening of the Technical bids, Executive Engineer shall prepare a list of deficiencies found in the bids of each bidder vis-a-vis requirements as per RFP within one week and send these lists to individual bidders by Speed Post with a request to furnish required documents within one week of receipt, failing which it will be presumed that they do not have any further documents to furnish and decision on bids will be taken accordingly.



19.4 The presentation of the action plan made by the bidder would be assessed by for 10 marks by the panel of officers. The marks given by these officers would be averaged against 10 marks.

19.5 The Technical Bids shall be evaluated based on the available documents submitted by the bidder in accordance with the Technical evaluation parameters.

S. No.	Parameter(s)	Total Marks
1	Experience of the Bidder in Similar works	25
	(a) Minimum eligibility criteria	20
	(b) Twice the minimum eligibility criteria	25
	(c) In between (on Pro-rata basis)	
2	Annual Average Turnover of the Bidder as per clause on similar works during immediate last 3 consecutive financial years to be authenticated through bank receivables.	25
	a) Equal to Rs. 2.5 Crore	20
	b) Equal to or more than Rs. 5 Crores	25
	d) In between Rs. 2.5 Crores and Rs. 5 Crores on pro-rata basis	
3	Solvency of the bidder certified by his bankers.	20
	a) Equal to Rs. 80 lacs	16
	b) more than Rs. 160 lacs	20
	c) in between Rs. 80 lacs & Rs. 160 lacs on pro- rata basis	
4	Net Assets of bidder in the financial year 2015-16 calculated and certified by an Independent, Chartered Accountant/Firm of Chartered Accountants registered with the Institute of Chartered Accountants of India (ICAI).	15
	a) Equal to Rs 1.5 Crore	12
	b) Rs 3.00 Crore or more	15
	c) in between Rs 1.5 Crore & Rs 3.00 Crore on pro-rata basis	
5	Presentation of the proposed action plan made by the bidder.	15
	<b>Total</b>	<b>100</b>

19.6 Only those bidders who have secured technical score of 70 marks or more in above evaluation of technical bids shall be considered for further evaluation of their financial bid.

#### 19.7 Opening of Financial Bid and Evaluation

a) The Financial bids of only those bidders who have secured technical score of 70 marks or more in evaluation of technical bids (as per para 19.5) shall be considered



- for further opening of financial bids for evaluation.
- b) NDMC would intimate the date and venue of the opening of the financial Bid of only those bidders who pass through the stage of technical qualification, with a request to be present at the time of the opening.
  - c) The Financial Bids would be opened and read out aloud on the said date and venue in the presence of the representatives of the bidders who choose to be present.
  - d) The financial bid of those bidders who do not qualify the technical evaluation shall not be opened and no claim in this regard shall be entertained.
  - e) In financial bids the bidder has to submit financial offer in the specified format at 'Part -C'

#### **Section – 20 CRITERIA FOR SELECTION OF SUCCESSFUL BIDDER**

- a) Total Gross bid amount of all subheads as mentioned in 5(F) of Part-C will be considered for evaluation of successful bidder.
- b) The bidder with Lowest Gross bid amount after adding Gross Total of all subheads in 5(F) of part-C 'Financial bid' shall be the Successful Bidder.

#### **Section – 21 AWARD OF CONTRACT**

- 21.1 The successful bidder as per Section-20, who has been duly acknowledged by issuing Letter of Acceptance (LoA) in prescribed format within a week (Seven days) time duly signed by authorized signatory, shall sign the agreement within 30 days after issuance of "Letter of Award".
- 21.2 If the Agreement is not signed by the selected bidder within 30 days of issuance of the "Letter of Award", then NDMC reserves the right to withdraw the offer, and proceed ahead in any manner it deems fit. In such an eventuality, the Bid Security of selected bidder would be forfeited.
- 21.3 The successful bidder would have to furnish Performance Security as specified herein, before signing of the Agreement. Till such time, the Bid Security of the successful Bidder would remain effective and in possession of NDMC.

#### **Section – 22 EXTENSION OF VALIDITY OF BID**

In exceptional circumstances, prior to expiry of the original Bid Validity Period, NDMC may request the pre-qualified Bidders in writing to extend the Bid Validity Period for a specified additional period.

#### **Section – 23 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.

- (a) The amount of bid security deposited by the successful bidder with its technical bid would be adjusted against the performance guarantee amount.
- (b) If performance Security amount is deposited in the form of Bank-Guarantee for the entire required amount, then Bid Security amount would be returned to the bidder without interest.
- (c) Bid Security amount of unsuccessful bidders will also be returned without interest.
- (d) In addition to performance Security, security deposit @ 5% shall be deducted from each bill raised by the agency.

#### **Section – 24 AGREEMENT PERIOD**

The "Agreement Period" will be 05 (Five) years from the date of signing of the agreement. An agreement on non-judicial stamp paper for Rs. 100/- is to be signed by between NDMC and approved bidder (Successful Bidder) for the work under this RFP process. The bid submitted by the successful bidder shall form part of the agreement

#### **Section-25 Additional Condition: Integrity Pact**

All Bidders are required to submit the Integrity Pact duly signed as per Annexure- XIII. Bidders who will not upload the duly signed integrity pact , their bids will not be considered. For implementation of Integrity Pact, following Independent external monitors have been appointed by NDMC :

1. **Sh. V.K. Gupta**  
E-mail ID- [vinod101951@gmail.com](mailto:vinod101951@gmail.com)
2. **Sh U. K. Sen**  
E-mail ID- [uksen@hotmail.com](mailto:uksen@hotmail.com)

**Any Complaint regarding this tender can be made to them at their above-mail IDs.**

#### **Section -26 Payment on Account of Increase in Prices/Wages due to Statutory Order(s)**

The payment on account of increase in prices /wages due to statutory Order(s) shall be made as per clause 5.7 (d) of draft agreement.





## REQUEST FOR PROPOSAL

### Part-B

#### Service Levels of various Services



## I-Housekeeping Services & Anti termite treatment including Pest Control

### I(A) HOUSE KEEPING SERVICES

1. The housekeeping services include the following services:-

- (a) Cleaning, dusting & sweeping services of the Service Corridor including Transformers Rooms with substations, Control Room & Battery Room in Palika parking, DG Set Room & all access Entry/Exit staircases .
- (b) Waste Management in Service Corridor & its premises.
- (c) Pest control and termite treatment services.
- (d) Cleaning of Water supply, irrigation and water lines for fire services.
- (e) Cleaning and dusting of Signages, Stairs, cable trays etc
- (f) Dry dusting, Spout cleaning, Wet Mopping, Vacuuming of all Cable trays, Electromechanical equipments, internal walls/ paneled surfaces/ fire extinguishers etc.
- (g) Dry dusting, Spout cleaning, Vacuuming of all Electromechanical equipments, machines, Panels etc.
- (h) Cleaning sweeping and vacuuming of Panckkuan Road Pump house as and when required
- (i) Regular Inspection, Dewatering & Cleaning of Service Connecting trenches and Garland trenches.
- (j) Any other aspect not mentioned here but required under this.

2. The details of the services required to be provided by the agency under above mentioned service is as under :-

#### 2.1 Cleaning & Sweeping services:

- a) The approach to housekeeping and upkeep services will be governed by international principles. The agency will use scientific methodologies for cleaning activities & use cleaning machines (heavy duty and light duty, as per requirement) to supplement the human efforts and it will ensure a perfect combination of men & machines.
- b) Cleaning , sweeping and washing of the area under housekeeping services includes the Service Corridor including Transformers Rooms with substations ,Control Room & Battery Room in Palika parking, DG Set Room & all access Entry/Exit staircases, pucca area etc. including office area, using cleaning kit, medium machine, Vacuum cleaners etc.
- c) Machines as mentioned at Para 2(a) to be used in the rooms will be light duty machines, so that the floor tiles/ stone is not damaged.
- d) Machines to be used in sweeping and cleaning work will be of such quality that it does not damage or harm the floor of control room, Entry/ Exit stairs and Service corridor.
- e) The staff to be deputed for housekeeping and up keeping services would be well trained in the job for personal and site hygiene.

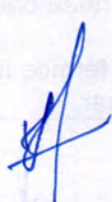


- f) The agency will ensure that chemicals and cleaning agents of pleasant odour and biodegradable composition would be used in the premises.
- g) The sweeping and cleaning services to be provided include but not limited to utilize special cleaning machines as and when required.
- h) The agency has to ensure vacuum cleaning of electromechanical equipments, side wall, roof, all cables, cable trays, fire equipments, pipe line of water supply, fire , irrigation as on weekly basis.
- i) The agency has to ensure cleaning of battery room and control room on daily basis.
- j) Thorough check of work force by supervisor for uniform, appearance, cleanliness and attendance.
- k) Sweeping, mopping and cleaning of area such as entry/exit staircases, control room, Battery Room,, etc. at least once in a day and constant upkeep throughout the working hours.
- l) Collection of Waste paper, garbage and refuse from all area to pre-designated disposable area
- m) To maintain zero stagnation of water all times in Service Corridor on daily basis.
- n) The contractor shall bear cost of all materials, tools, equipments & machinery required to carry out housekeeping services of Services corridor and to achieve the service level defined in the RFP & agreement.
- o) The contractor should carry out any other cleaning activity not defined herewith and required for cleaning and upkeeping of the Service Corridor.
- p) **Connecting trenches and Garland trenches:**
  - i. The Connecting trenches of size 3.5mx3.5 & 2.5mx2.5m shall be cleaned by vacuuming of cable trays, cables and using cleaning kit on surface and walls.
  - ii. The garland trenches of size 1.2mx1.2m shall be inspected thoroughly and entries shall be made in log register for each section on daily basis.
  - iii. Dewatering shall be done weekly and, as and when required.
  - iv. Sludge sucking machine shall be used to clean the sludge in trenches on weekly basis and, as and when required.
  - v. Extra Manpower shall be deployed during monsoon for frequent inspection of trenches as per directions of Engineer-in-Charge.
  - vi. Any unauthorized connection or leakage shall be informed to NDMC at the earliest with all details and images.



### 3. MECHANIZED HOUSEKEEPING SERVICES AND GENERAL SERVICES

S.no	Scope of Work	Equipment Required	Frequency
1	Service Corridor cleaning	Cleaning kit	Weekly
2	Control Room/ Battery Room Floor /Entry/Exit Sweeping & Cleaning	Cleaning Kit	Daily once
3	Staircase and vent shaft	Cleaning kit	Alternate days
4	Dusting of Machines panels in control Room/Battery Room	Vacuum cleaner	Daily once
5.	Cleaning & vacuuming of Cables, cable trays, Fire equipments ,pipe lines for water, fire and irrigation	Vacuum cleaner and cleaning kit	Weekly
6	Cleaning & vacuuming of Electrocmechanical equipments, Machines & Panels	Vacuum cleaner and cleaning kit	Weekly
7	Doors /Windows Cleaning	Cleaning Kit	Daily once
8	Tube light, Fan, Exhaust Fan, Cleaning & Indoor lighting fittings	Dry Wiping Vacuum cleaner	Weekly
9	Side wall (Above man height) & Roof Cleaning	Cleaning Kit	Once in a month
10	Ceiling for common area/Transformer Rooms	Vacuum cleaner	Once a month
11	Office Chairs/Sofa Sets	Vacuum cleaner	Once a week
12	Computer /Peripherals	Vacuum cleaner	Once a week
13	Electrical Switches/Connections	Vacuum cleaner	Once a week
14	Waste Disposal	Manual	Daily once
15	Cleaning of Ventilation Ducts	Manual	Once in a month
16	Conecting trenches of size 3.5x3.5m and 2.5x2.5m	Vacuum Cleaner	Once a week
17	Garland trenches of 1.2x1.2m	Sludge Sucking Machine and dewatering pump	Once a week





### I(B). ANTI-TERMITE TREATMENT INCLUDING PEST CONTROL

1. A number of services under its roof and many a services by the very nature of their purpose often support other live forms like Reptiles, Rodents & insects whose presence is undesirable within the premises and their presence may pose as a health/life hazard and also damage the valuable Electromechanical equipments, cables and other inventories etc.
2. This service would cover the entire areas and common usage areas of Service Corridor i.e. staircases, Control room, Battery Room , Transformer Room and equipment rooms. The frequency of these services shall be as per the normal practice and specific need of the NDMC.
3. The following major services to be covered:
  - General Disinfestations
  - Rodent control
  - Pest Control
4. Apart from above services, the service provider will have to suitably disinfect drain and its outlets & catch pits in Service Corridor spraying insecticide every Saturday and whenever necessary.
  - a) Periodic Spraying of pesticides & chemical in common area to ensure disease free & hygienic environment.
  - b) Fogging only as & when required.
- 5.

Service Required	Responsibility of the Agency:	Frequency of Service	Required level of Services:
<u>Pest Control and Termite Service</u>	(1)The agency has to run regular and effective pest control activities to ensure that no 'pest' come to existence in the control room, Battery Room, Transformer rooms, and service corridor.  (2)The 'Pest' control measures shall be administered only through government approved 'pest control agencies'	(1)General disinfestations against mosquitoes, spiders etc. Once a fortnight.  (2)General disinfestations against cockroaches, house flies and mosquitoes larvae- Once a fortnight.  (3) Anti -malaria fumigation -Once a fortnight.  (4) Rodent and reptile control- need based.  5. ANTI termite treatment every year.	1 No 'pest' or termite is visible in the premises area.  2 Neat and clean as well as healthy work environment to the satisfaction level .



## II SECURITY SERVICES

1. Following are the basic requirements of Security services for Service Corridor and its premises but not limited to :
  - a) To secure the perimeter of the Service Corridor Including Connecting tunnels/Trenches, Transformer Rooms with substations, Stair cases, Exit gates, Control Room, Battery Room, D G set Room related to Service Corridor.
  - b) The contractor shall maintain the record of all the persons entering/exiting the Service Corridor & its premises including Pump house at Shivaji stadium, battery Room, Control room etc. The guards shall issue pass to persons after authenticating their identity and collect the pass after their exit.
  - c) To secure the Service corridor and keep watch at all connection points of Connecting trenches and Service Corridor.
  - d) The details of entry/exit log details shall be submitted to NDMC weekly or as and when required.
  - e) To maintain sharp watch on the staff & workers to prevent unwarranted activities within the area.
  - f) To help educate and spread awareness to the users of Fire prevention, control and fighting.
  - g) To execute disaster Management plans.
  - h) Conduct Evacuation plans in case of disasters and hazards.
  - i) Prepare periodic reports on Security functional audit, danger speculations for the area (if any).
  - j) Maintain records of incidents.
  - k) Maintain contacts of important emergency action agencies like Fire Departments, Security department, Police, Hospitals etc.
  - l) Preparation of emergency evacuation guidelines.
  - m) Adequate Training Programs on various aspects, such as Technical, Safety and good House Keeping.
  - n) Authenticated access to agencies/ their authorized personnel whose services are functioning in the Service corridor after duly verifying their authorized letter issued from NDMC officials (who has been authorized to issue such permission/pass).
  - o) The service provided will ensure availability to the deputed Security personnel at the site with the minimum Equipment and items to ensure efficient Vigilance to protect the Service Corridor against external threats, fire hazards, and natural disasters.
  - p) The minimum equipment available and possessed by the Security Guards must be:
    - a. Battery Torch.
    - b. Whistle.
    - c. Baton.
    - d. Communication device.
  - q) The Security staff shall be constantly stationed at various posts/ duties in the area as per the direction of the Manager.



- r) All the staff members deployed must have proper communication system like mobile phone in addition to Radio walky talky/ any other communication system duly approved by Engineer-in-Charge, NDMC.



### III DRAINAGE SYSTEM & PUMPS

1. Following are the basic requirements of Security services for Service Corridor and its premises but not limited to :

- a) The work is to be carried out as per CPWD specification as amended upto date and as per site requirements.
- b) The minimum staff required to be deployed by the firm is as defined in Annexure-III.
- c) The pump operator shall be deployed in three shifts daily & fitter in General shift i.e. 9:00 AM to 5:30 PM or as per site requirement on all days of month i/c Sunday and Holidays.
- d) The operational staff has to make entries in the log book, daily,
- e) The contractor shall have to deploy trained and experienced staff suitable for operating and maintain pumps for service corridor and Panchkuian Road Pumping station.
- f) The contractor shall be responsible for the conduct of the staff deployed by him.
- g) If any of the staff is found unsuitable or required to be replaced then such staff should immediately be replaced as per the direction of Engineer-in-charge without any objections.
- h) Any material required for operation and comprehensive maintenance of equipments shall be supplied by the contractor within quoted rates and nothing extra shall be paid by the department.
- i) No T&P shall be issued by the department. Firm has to arrange the same within his quoted rates and nothing extra shall be paid.
- j) The contractor shall keep all the installations in neat and clean, working order at all the time.
- k) In case of absence of the staff from the duty, firm has to make alternate arrangement failing which recovery shall be made as per Annexure-III.
- l) The scope of work includes complete comprehensive maintenance of installations. Including works such as overhauling and repair of hydrometric system, pumps, motors, main panel board, replacement of valves, pipes & switches replacement of defective / damaged water level indicators, top up of filter media, air blower, automation system, ammeter, voltmeter, phase preventer etc or other major/minor repair for which part of the machine is to be sent out for repairs/testing, will be arranged by the firm. The decision of the Engineer-in-charge shall be final and binding and nothing extra shall be paid by the department.
- m) Running and Comprehensive Maintenance of 3 pumps of 20 HP at Pumping station of Panchkuian Road, Connaught Place and 12 no. of pumps (8 no. of 20 HP and 4 no. of 12 HP ) along with 54 nos of Non Clog submersible type dewatering pump



installed inside tunnel for water pumping shall be done as per satisfaction of Engineer-in-Charge are also included in the scope of work. The regular drillings of pumps log book shall be maintained and shall be submitted fortnightly.

- n) A standby DG set pump shall be available at Panchkiuan Road during rainy season i.e. 15 June to 15 September of the year.
- o) Extra Pump operator has to be deputed for round the clock daily during rainy season as per Annexure-III.
- p) Painting of pumps, motors, frames, panels, pipes and accessories has to be done once in a year with superior quality one/ two coats of paint as per instructions of Engineer-in-charge and nothing extra shall be paid.
- q) Any damage caused to the electrical fittings/ switch/ gears machinery as a result of execution of this work shall have to be made good by the contractor at his own risk and cost.
- r) In case of emergency the staff may have to work beyond normal working hours for which no extra payments shall be made by the department.
- s) The staff should wear set of uniforms & name plate, which shall be supplied by the contractor.
- t) Watch and ward of all the installations shall be the responsibility of the contractor.
- u) The Contractor shall retain an adequate stock of spares holding to ensure fulfill requirement for acceptable high standards of serviceability of the pumping system are complied with.
- v) The Pumps Capacity may be increased or decreased depending upon the requirement.



#### IV CCTV system ,Access Control System & PA System

1. The scope of work includes Continuous monitoring of all activities, Entry/Exit of persons in the Service Corridor, Control room through CCTV system and Access Control System, PA system, Maintaining of all records, Comprehensive Operation, maintenance and rectification for smooth functioning of CCTV system, Access Control System & PA system.
2. The contractor has to ensure the CCTV system, Access Control System & PA system is operational at all time 24 hours a day throughout the year including holidays and Sundays.
3. The contractor has to retain the records of CCTV footage as well as entry/exit record of ACS system at all entry/exit points of Service Corridor.
4. The scope of work shall include comprehensive O&M of CCTV cameras, ACS devices & PA system components installed in Service Corridor & entry/exit gates, Monitors, video recorders, multiplexers, control system, keyboards ,cooling fans, interconnecting cabling and wiring, Call station, speakers, amplifier, control unit, Network controller, Power supplies to CCTV equipment, Control room racks, functional repairs to consoles & equipment racks etc required to keep the system operational and in running condition at all time 24 hours a day throughout the year including holidays and Sundays .
5. Performance report shall be submitted monthly whereas the status report of the system is to be submitted weekly to Engineer-in-Charge by the contractor.
6. The Contractor shall retain an adequate stock of spares holding to ensure fulfill requirement for acceptable high standards of serviceability of the system are complied with. The Contractor shall be responsible for identifying all faults associated with the loss of the electrical mains supply to all equipment within the system and to ensure the system is restored to full operation as quickly as possible. The spares will be held on site by the contractor to ensure that the system is out of operation for the minimum of time.
7. The Contractor shall carry out the preventative maintenance programme as per OEM schedule.
8. At commencement of the Contract, the Contractor shall provide NDMC with a detailed method statement of the maintenance activities he intends to undertake .
9. Corrective maintenance shall be based on a four hour response in attending the site and a defect being repaired such that no part of the system is out of operation for more than 24 hours.
10. Cover will be provided 24 hours/day, each and every day of the year.
11. On site and repair times shall commence from the time of notification of a fault to the Contractor.
12. Repair time shall be that point in time at which the system is returned to an acceptable level of operation to the satisfaction of the NDMC. Where a full repair has not been carried out the fault shall be classified as a non-urgent fault and the repair time period shall commence from the time of the temporary repair and the Contractor shall use his best endeavours to restore the system to full operational status as




quickly as possible; except where the fault is due to damage beyond the Contractor's reasonable control, and he shall then take all necessary steps to expedite the repairs to the reasonable satisfaction of the Engineer-in-Charge. An urgent fault shall be any fault(s) that results in the loss of either picture or control facilities or recording of cameras. A non-urgent fault shall be all other faults not classified as urgent.

13. The Contractor shall advise of any additional stock spare items that he considers it to be held at site to achieve the fault response criteria.
14. The Contractor shall include within his price for the maintenance of the system control software to be carried out.
15. The Contractor shall only carry out the repair and maintenance of the control system hardware using staff who have been specifically trained in the equipment servicing of CCTV system, Access Control system & PA system.
16. The Contractor shall be responsible for providing all of the specialist tools and test equipment necessary to carry out the maintenance of the CCTV system, Access control system & PA system and validate that the equipment is operating correctly to the optimum performance settings.
17. Each technician employed by the maintenance company should carry a range of tools, test equipment, suitable spares and other plant to enable them to perform their functions satisfactorily. Specialist tools, test equipment and plant should be available for deeper more complex investigation as necessary.
18. The minimum staff required to be deployed by the firm is as defined in Annexure-XVI.
19. The operator in control room shall be deployed in three shifts daily & technician in three shifts daily or as per site requirement on all days of month i/c Sunday and Holidays.
20. The contractor shall be responsible for the conduct of the staff deployed by him.
21. If any the staff found unsuitable. Such staff should immediately replace as per the direction of Engineer-in-charge.
22. Any material required for operation and comprehensive maintenance of equipments shall be supplied by the contractor within quoted rates and nothing extra shall be paid by the department.
23. No T&P shall be issued by the department. Firm has to arrange the same within his quoted rates and nothing extra shall be paid.
24. The contractor shall keep all the installations in neat and clean, working order at all the time.
25. In case of absence of the staff from the duty, firm has to make alternate arrangement failing which recovery shall be made as per Annexure-XVI
26. Any damage caused to the electrical fittings/ switch/ gears machinery as a result of execution of this work shall have to be made good by the contractor at his own risk and cost.
27. In case of emergency the staff may have to work beyond normal working: hours for which no extra payments shall be made by the department.



28. The staff should wear set of uniforms & name plate, which shall be supplied by the contractor.
29. Watch and ward of all the installations shall be the responsibility of the contractor.
30. Preventive Maintenance Report of CCTV system to be submitted quarterly Shall include the following

Sl.no	Description of Preventive maintenance of CCTV System
1	Check the number and type of cameras, including lenses, are in accordance with the specification and any amendment.
2	Check visual / audible indications are functioning correctly.
3	Check warning notices / labels are still in place.
4	Check all cables and fixings remain properly supported, undamaged and showing no undue signs of wear.
5	Check for sound physical fixings of all equipment including loosening or corrosion of supports and fixings including towers and brackets.
6	Check all glands and seals on external equipment to ensure no ingress of water into the equipment.
7	Cameras, lens, covers and housings have been cleaned where necessary to ensure nothing obscures the field of view.
8	Check the picture quality of each camera and correct monitor selection.
9	Check all control camera functions are satisfactory and that camera movement and fields of view are free from obstruction.
10	Operation of all monitoring, switching and recording equipment (Including time synchronisation) is satisfactory.
11	Function of all interfaces with alarms is satisfactory including correct triggering of alarms.
12	Operation of supplementary lighting is satisfactory.
13	Check that the performance of the system(s) continues to meet the agreed specification / operational requirement according to the periodic test scheme agreed with the NDMC.
14	Additional comments: incl. any further recommendations to the CCTV system





**31. Preventive Maintenance Report of Public Address (PA) system to be submitted quarterly shall include the following :**

Sl.no	Description of Preventive maintenance of PA system
1	Check the number and PA units in service Corridor are in accordance with the specification and any amendment.
2	Check visual / audible indications are functioning correctly.
3	Check warning notices / labels are still in place.
4	Check all cables and fixings remain properly supported, undamaged and showing no undue signs of wear.
5	Check for sound physical fixings of all equipment including loosening or corrosion of supports and fixings including towers and brackets.
6	Check all glands and seals on external equipment to ensure no ingress of water into the equipment.
7	Card reader, lock system, covers and housings have been cleaned where necessary to ensure nothing obscures the functionality of PA system components.
8	Check the working quality of each Speaker unit and non lag sound is Service corridor when announced from control room.
9	Check all Response functions of PA system are satisfactory.
10	Operation of all equipments (Including time synchronisation) is satisfactory.
11	Operation of supplementary equipments is satisfactory.
12	Check that the performance of the system(s) continues to meet the agreed specification / operational requirement according to the periodic test scheme agreed with the NDMC.
14	Additional comments: incl. any further recommendations to the Access Control System.

**32 Preventive Maintenance Report of Access Control system to be submitted quarterly Shall include the following :**

Sl.no	Description of Preventive maintenance of Access Control System
1	Check the number and type of Access Control unit at Entry/Exit gates including emergency switches etc. are in accordance with the specification and requirement.
2	Check visual / audible indications are functioning correctly.



3	Check warning notices / labels are still in place.
4	Check all cables and fixings remain properly supported, undamaged and showing no undue signs of wear.
5	Check for sound physical fixings of all equipment including loosening or corrosion of supports and fixings including towers and brackets.
6	Check all glands and seals on external equipment to ensure no ingress of water into the equipment.
7	Magnetic lock system, Emergency switch, covers and housings have been maintained where necessary to ensure nothing breached the security aspect of Access control system.
8	Check the magnetic strength and locking quality of each Access control unit and rectify any issue needs to be addressed.
9	Check all access control functions are satisfactory.
10	Operation of all monitoring, switching and recording equipment (Including time synchronisation) is satisfactory.
11	Function of all interfaces with alarms is satisfactory including correct triggering of alarms.
12	Operation of supplementary equipments is satisfactory.
13	Check that the performance of the system(s) continues to meet the agreed specification / operational requirement according to the periodic test scheme agreed with the NDMC.
14	Additional comments: incl. any further recommendations to the Access control system



**V- INDOOR ELECTRICAL INSTALLATIONS (IEI), DG SETS, AIR VENTILATION  
SYSTEM & AIR CONDITIONERS**

**GENERAL CONDITIONS:**

- b) The agency must have their local office with a telephone facility for receiving complaints and also to submit the list of the staff to engage to the engineer in charge before the start of work.
- c) The contractor must have their own workshop for repairs and testing of all such types of jobs as listed in the schedule of quantities of RFP.
- d) Only the authorized representative of the contractor shall be allowed to work and no part of the contract shall be further sublet to any of the sub-contractor without the specific approval of the Engineer-in-Charge.
- e) The contractor shall keep the site of the work absolutely clean and to the satisfaction of the Engineer-in-Charge.
- f) The agency shall make his own arrangement for storage watch and ward of his materials and other items whatsoever and the NDMC shall not provide/assist in this regard. Only works those are actually measured shall be accepted.
- g) The contractor shall hand over the work done in perfect conditions after repairs/execution in case the contractor fails to do so within a reasonable time the NDMC reserves its right to get the jobs done from other agency at the risk and cost of the contractor and decision of the NDMC in that case shall be final and binding on the contractor.
- h) The specification and special conditions of the material and the works are mentioned in this RFP.
- i) Individual work order will be issued for individual work by the department.
- j) The contractor will do the work in close co-ordination with other agencies to avoid any inconvenience to the resident/occupant/other agencies.
- k) No cement will be issued to the contractor required by him in doing the work. In case of compelling circumstances in the interest of work cement can be issued to the contractor at the market rates or stock issue rates whichever is higher from NDMC stores for which deduction will be made from the bill of contractor.
- l) The contractor shall not be permitted to tender for works if his near relative is posted as a Divisional Accountant or an officer in an capacity between the grades of CE(E) and JE(E) in the NDMC.
- m) No Engineer or other officer employed in NDMC is allowed to work as a contractor for a period of two years of his retirement from NDMC services without the previous permission of NDMC.
- n) Work to be executed in accordance with specifications, drawing, orders etc:- The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both has regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished, free of charge, one copy of the specifications and of all such designs, drawings and instructions as are not included in the Central Public Works Department Manual Volume I & II with up-to-date correction slips or any other printed publication of General Specifications of IEI-2005 referred to elsewhere in the contract.



- o) metered electricity and water will be supplied for execution of work at site.
- p) Any other work not in the scope of work but is required to be carried out as per the normal practice is to be done within the quoted rates.

## 2. Special Terms and Conditions:

- (a) The Contractor may visit the site before quoting the rates.
- (b) The work shall be carried out strictly in accordance with CPWD specification.
- (c) All the materials to be used on the work by the contractor shall be got approved from the Engineer-in-charge before installation at site.
- (d) Any damage done to the building during execution of works shall be responsibility of the contractor and the same will be made good immediately at his own cost.
- (e) The cartage of material, welding set etc. is to be done by the contractor at his own cost.
- (f) Notwithstanding the Schedule of quantity, all items of inter connected work considered necessary to make installation complete deemed to be included and shall be provided by the contractor at extra cost.
- (g) For carrying out the work, metered water & electricity will 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 and water meter provided by NDMC shall be borne by agency
- (h) All scaffolding / ladders, T&P etc. shall be arranged by the contractor within the quoted rates.
- (i) The priority of the work will be fixed by the Engineer-in-Charge.
- (j) The contractor shall get the material approved from the Engineer-in-Charge or his representative before the start of the work.
- (k) The contractor shall inform AE(E)/JE(E) of the concerned area in charge before start of the work every day.
- (l) The NDMC shall not be responsible for any injury caused to work men or anybody on the work site or any public property while the work is in progress and any medical aid required will be on the part of the contractor.
- (m) Security @ 5% shall be deducted from each bill raised by the agency.
- (n) The work to be completed as per the CPWD General Specification 2005, Vol. I & II with upto date correction slip.
- (o) Other terms and conditions as per RFP document
- (p) Electrical department shall monitor the scope of work related to concerned department through deployment of AE(E) & JE(E) to look after and will report to EE(CP).

## 3. Commercial terms & conditions:-

Payment to the agency for maintenance and operation works shall be made on quarterly basis after rendering the satisfactory service by the agency. Deductions as defined in penalty & recovery clause shall be applicable for any type of shortcomings or non-performance of any activity in full or partial, from the running bill.



**V(A) Service Corridor indoor lighting (Indoor Electrical Installations).**

1. The scope of work comprises of the installations at the places and fixture as mentioned in the inventory list.
2. Generally the agency has to depute following staff in General shift (9 AM to 5 PM) and also for 24 Hrs round the clock shift. But the duty hours can be changed as per discretion of the Engineer-in-charge. Normally the staff will be employed as per Annexure-III. This is the minimum deployment assessed, However consider the approach/ methodology; the agency can depute more staff to meet required service level.
3. The installations shall be maintained on all days of the month including Sundays & holidays and weekly rest of the staff be given by making alternative arrangement for which no extra payment shall be made.
4. In case of absence of any staff from duty, the following recoveries shall be made as per Annexure-III from Agency.
5. The staff of the agency shall maintain the complaint register, logbooks, maintenance records and registers, which will be supplied by the agency, pre approval of which shall be sought from the Engineer in charge.
6. The Engineer-in-charge has the right to remove/ terminate the service of any worker without assigning any reason. Even the contract can be terminated at anytime without assigning any reason, before the completion period of the contract. The agency shall have no claim on such occasion.
7. The workers can be deployed in shift duty as per requirement of the deptt. at the discretion of the Engineer-in-charge. A full time supervisor shall be deployed in the general shift who shall posses valid electrical supervisory license.
8. If the behavior of the worker is not found satisfactory, the agency has to change staff within 3 days failing which, the Engineer-in-charge has the power to cancel the contract and the agency shall have no claim of compensation.
9. The details of the installations to be maintained by the agency as per inventory details
10. The agency has to arrange all the materials like detergent, cloth, soap bar, duster fuse wire, black tape, cable glands, wire ,call bell , thimble lugs, HRC fuse, MCB's, MCCB's switches & sockets, F1. Tube, tube holders, HPSV lamps, Other lamps required for the fixtures installed, condenser, igniters, starters, cable jointing kits,



insulation tape and all other consumable materials. Nothing extra is payable on account of the materials required to maintain the electrical installation. However dismantled materials shall be retained by agency & credit for the same may be considered in their quoted rated.

11. The agency has to arrange T&P's required for the work at site.
12. Safety of the staff employed will be the responsibility of the agency who must insure the staff adequately. NDMC will not be responsible for any mishap, injury /death of the staff.
13. The agency will maintain attendance register of the staff, which will be checked by the junior Engineer/Asstt. Engineer (E).
14. All the equipment and installations shall be maintained in neat and clean condition. The safety and security of installation shall be the responsibility of the agency.
15. The scope of work includes comprehensive maintenance of installations including the works such as overhauling/ rewinding of exhaust fans/ fixtures repairs/ replacement of switch gears, boards, rising mains and accessories, or any other minor/major repair for which part of the machine, installations, is to be sent out for repair/testing shall be arranged by the agency. Painting of electrical installation such as feeder, Lighting or other items has to be done once in a year with superior quality one/two coats of paint as per instructions of Engineer-in-charge. The decision of the Engineer-in-charge shall be final and binding.
16. Any damage caused to the fittings/switch gears/installations/ machinery as a result of execution of this work shall have to be made good by agency at his own risk and cost.
17. The work may be closed at any time without assigning any reason and no claim of the agency shall be entertained.
18. Work shall be carried out as per General Specification of CPWD of the works amended upto date.
19. The agency shall submit the name, address & character certificate of the worker/staff employed by them at the site of work to the Engineer-in-charge before start of the work.
20. The agency shall submit the attested photocopy of wireman/electrician license & show the wireman's license in original of wireman employed by them to the Engineer-in-charge before the start of the work.
21. The consumables/materials will be replaced by the same make/model as installed. If the agency want to use some other make/model, the same shall be got approved by the Engineer-in-charge, but this will be applicable only in exceptional case on merit of the case.



### V(B)-DG SETS

1. The scope of work comprises the maintenance and operation of the installations as per the inventory list attached along with all accessories like allied pumping system of both fuel and water, the auxiliary panels, cabling etc. unless and until specifically excluded.
2. For the Comprehensive AMC of the D.G. set the agency shall engage the respective manufactures of the equipment only.
3. The agency has to depute following trained staff in 3 shift duty round the clock. The duty hours can be changed as per direction of Engineer-in-charge.
  - a) E&M operator -01 Nos. in DG area from 8 Am to 8 AM (Round the clock –in three shifts)
  - b) Service Engineer weekly.
4. The DG set installations operation shall be maintained round the clock on all days of the month including Sundays & holiday and weekly rest of the staff shall begin on making alternative arrangement. To which no extra payment shall be made.
5. In case of emergency the staff may have to work beyond normal working hours, for which do extra payments shall be made by the department.
6. In case of absence of staff from duty, the following recoveries shall be made from the agency as per Annexure-IV.
7. The Log Book, complaint Register, maintenance records shall be maintained by the staff of the agency. All the registers, log book shall be supplied by the agency for which no extra payments will be made by the department.
8. The Engineer-in-charge has the right to remove/ terminate the service of any workers without assigning any reason. Even the contract can be terminated at any time without assigning. The agency shall have no claim on such occasion.
9. The worker can be deployed in shifts as per requirement as per discretion of the Engineer-in-charge.
10. If the behavior of any worker is not found satisfactory, the agency has to change the staff within 3 days, failing which the Engineer-in-charge has to power to cancel the contract, and the agency shall have no claim of compensation.
11. The staff should wear set of uniforms and nameplate, which shall be supplied by the agency.
12. The agency has to for nothing extra shall be paid to the agency by the deptt in case of any rate.



13. The agency has to ensure that sufficient fuel (HSD) is available at all times in all the tanks including the main tank. The payment for diesel shall be made on actual basis as per log book on production of bills.
14. The agency has to arrange T&Ps required for the work at site.
15. Safety of the staff employed will be the responsibility of the agency who must insure the staff adequately. This office will not be responsible for any mishap, injury or death of the staff.
16. The agency will maintain attendance records of the staff, which will be checked by the Junior Engineer/Assistant Engineer (E).
17. All the equipment and installations will be maintained in neat and clean condition watch and ward of the installations and materials will be the responsibility of agency.
18. The scope of work includes operation and day to day maintenance of installations i.e. cleaning of all part, oil level, lubrication level, batteries terminal & water i/c recording of all parameters. In case of repairs the agency shall arrange additional skilled staff within his quoted rates and without any extra cost. The decision of the Engineer-in-charge shall be final and binding.
19. 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.
20. Any damage caused to the fittings/switch gears/installations/machinery as a result of execution of this work shall have to be made good by the agency at his own risk and cost.
21. The work may be closed at any time without assigning any reason and the department shall entertain no claim of the agency on this account.
22. The DG sets is to be operated in failure of main supply, testing of D.G. sets & as and when required by the department.
23. The work shall be carried out as per CPWD specifications for the work amended upto date.
24. The agency shall submit the name, address & character certificate of the worker/staff employed by them at the site of work to the Engineer-in-Charge before start of the work.
25. The agency shall submit the attested photocopy of wireman/electrician/other relevant license & show the license in original of operators employed by them to the Engineer-in-Charge before the start of the work.
26. The staff deployed by the agency should have a minimum two years of experience in the trade.
27. The consumables/materials will be replaced by the same make/model. The preventive maintenance of all the equipments in this sub head shall be strictly as per the O&M



prescribed schedule which shall be got approved from the Engineer in Charge before start of work.

28. Operation and maintenance of emergency panel having i/c no. 63 amp. 4 pole mcb type isolate 18 nos. Outgoing, 10/16 amp, single pole mcbs (10kv) including periodical cleaning checking of nuts and bolts, replacement periodical testing and bolts, replacement periodical testing and calibration protection system, regular checking of overheating of any part & thimbles, required etc and as per the scope mentioned in the tender document & as per the scope mentioned in the tender document & as per the requirement for proper functioning of the emergency lighting panel.- 2 SETS
29. Operation and maintenance of ups panel having i/c 100 amp, 4 pole mccb, i/c 200 amp 4 pole mccb and outgoing of 4 nos. 32 amp tpm mcbs, 6nos , 20 nos, double pole mcbs including periodic cleaning, checking of nuts and bolts, replacement periodical testing and calibration protection system, regular checking of overheating accessory as required etc and as per the score mentioned in the tender document as per the requirement for proper functioning of the ups panel-1 SET
30. Operation and maintenance of silent type 380 kva, 415 volt, DG set with diesel engine (cummins) with alternator of 380 kva (stamp ford radiator water cooled including batteries with leads and terminal silencer, oil tank complete with amf panel including periodic cleaning,checking of nut and bolts,replacement periodicaltesting and calibration, protecting system, regular checking of any over heating of any part and thimbles,replacement of any other accessories as required etc. and as per requirement for proper functioning of the silent type DG set inclusive of B-check and Mobil oil.-2 SETS
31. Operation & maintenance of 20/25 kva, igbt true, 'online' delta conversion ups system with 425 ah sharing configuration consisting of maintenance free batteries suitable for 30 mins. Along with battery rack, inter connecting cable load between cleaning, checking of nuts and calibration protection system, regular checking of over-rating of any Other accessories as required etc and as per the scope mentioned for proper functioning of the ups system.



## V(C) - Air Ventilation System in Service Corridor

### 1. SCHEDULE FOR PREVENTIVE MAINTENANCE

#### Technical and Commercial terms and conditions:-

- a) The contractor must visit the site before quoting the rates and rates should be inclusive of all taxes including work contract tax etc.
- b) The contractor must give the offer for comprehensive maintenance of complete Air Ventilation System servicing of Air Washer Fans, Air Washer Pumps, Reversible Fans, Dual Speed Exhaust Fans and Jet Fans etc. including greasing and lubricating etc. as per the schedule of equipments for five years from the date of taking over the site.
- c) The Air Ventilation System should be checked regularly and services as per the Preventive maintenance schedule attached i.e. servicing of Air Washer Fans, Air Washer Pumps, Reversible Fans, Dual Speed Exhaust Fans and Jet Fans etc. including greasing and lubricating etc.
- d) Contractor should provide all spare/consumable items. In case of defect occurred due to worn out condition, the expenditure to rectify the fault would be borne by the agency. Otherwise all consumable and operational parts will have to be provided by the contractor during the contract period.
- e) The contractor shall be fully responsible for smooth functioning of Air Ventilation System and any other work required to make the plant fit for operation and shall have to be carried out by the contractor within the quoted rates.
- f) Replacement of Starters, Relay, Contactor, Timer, Selector Switch, MCB's, Wiring, Connectors, Ammeter, Volt Meter, Indication lamp, etc. complete electric control panel including repairing etc. is covered in the contract and the contractor shall be responsible for the same.
- g) Items / equipments mentioned in the schedule of work shall be covered under the purview of maintenance contract. These shall also include other internal items (small items not specifically mentioned), but required for smooth functioning of system forming part of the Air Ventilation System in Service Corridor.
- h) The work should be done strictly as per specification /preventive maintenance schedule of work.
- i) Old material wherever replaced with new shall be retained by the contractor during the maintenance contract.
- j) The contractor shall provide all necessary spare parts and T & P required for maintenance of Air Ventilation System.
- k) The NDMC shall not be responsible for any financial loss or any injury of major/minor accident with company's staff deputed for the work under the contract.
- l) Metered electricity and water will be provided by NDMC for servicing, repairing and testing etc. of Air Ventilation System.
- m) The work shall be carried out as per CPWD specifications 2005 (Elect.) with up to date corrections slips and CPWD specifications for HVAC System 2004.
- n) Contractor shall maintain the maintenance book / register in which the entries should be made after carrying out routine maintenance.
- o) Payment: - The contractor will be paid maintenance charges on quarterly basis after rendering satisfactory service and submission of **monthly report**, without the report pro-rata deduction will be made for the period from the bill.
- p) The Performance guarantee shall be returned only after completion of the O&M period and handing over the Ventillation system in proper working condition as taken at start of the contract.



- q) Contractor will use ISI mark / equivalent genuine material at site and Engineer-in-charge at site is at liberty to see the bill and other documentary proof.

## **2. Schedule of preventive maintenance**

### **a) Fortnightly Check**

- i. To check and attend to all rotating machinery for any abnormal sound during operation.
- ii. To check and replace the electric items / equipments which will fall defective during the week.
- iii. To check all V. Belts and tight if required.
- iv. To check all connections of motors and tight if required.
- v. To check the operation of all starters and their protections.

### **b) Monthly Check.**

- i. To check and maintained all air washers fans, pumps, reversible fans, dual speed exhaust fans and jet fans with their starter.
- ii. To check and grease / oil if required to all rotating mechanical parts.

### **c) Quarterly Check**

- i. To check and grease / oil if required to all rotating mechanical parts.
- ii. To check all coupling arrangement and replace rubber bushes coupling nuts / stud and bolts.

### **d) Half Yearly Check**

- i. To wash all filter.
- ii. To replace V-belts if required.
- iii. To top up the oiling & greasing.
- iv. To check and set the overload of all the starters.
- v. To check all the contractors of starters, de-carbonised and replace movable / fixed contracts if requires.
- vi. To repair all broken insulations.

### **e) Annually Check**

- i. To clean the all motors, starters, pumps, blowers and RE fans.
- ii. To service all pumps, motors, starter.
- iii. To check alignment of all motors and pumps sets.
- v. To take insulation resistance test for all motors and cables.
- vi. To take earth test for its continuity.



### V(D)- Air Conditioners

#### 1. Operation Contract: -

- a) One no. AC operator is to be posted to operate the 13 nos. split type AC's in three shift duty round the clock (total 3 General + 1 reliever = 4 nos.) installed at Control room / Battery room in the Palika parking. The operators should will conversant with the operation of the split type AC's and should be able to remove minor defects in the AC's during operations.
- b) The operators should also have ITI certificate or W/man License with minimum 07 years experience in the trade of AC/Electrician and refrigeration. The operators shall also be responsible to look after the working of split type AC's and its outdoor units installed at Control room / Battery room in the Palika parking.
- c) The contractor shall also take care of weekly rest, Sunday and National holiday for the operators.
- d) The contractor shall be responsible for safe and proper operation of split type AC's and its outdoor units and will bear all the losses/damages caused due to negligence on the part of operational staff deputed by the contractor.
- e) The contractor shall maintain the log books in the AC's. These log books should be produced whenever demanded by the Engineer –in –Charge. All filled up log books shall be handed over to the Engineer-in-Charge and the same will remain the property of NDMC forever.





VI. Air Conditioning

1. Operator's Duties

a. One (1) AC operator is to be posted to operate the 13 new split type AC's in three shifts during the clock shift. One shift relief - 4 new split type AC's in three shifts. Batching room in the Police Barracks. The operator should be conversant with the operation of the split type AC's and should be able to remove any faults in the AC's during operation.

The operator should also have a 11 certificate or Written License with minimum 10 years experience in the field of air conditioning and refrigeration. The operator should also be responsible to look after the working of split type AC's and its components installed at Central Police Barracks in the Police Barracks.

The contractor shall also take care of weekly test, Sunday and National Holiday for a year.

The contractor shall be responsible for safe and proper operation of split type AC's and its outdoor units and will bear all the responsibilities caused due to negligence on the part of operational staff entrusted by the contractor.

The contractor shall maintain the log books in the AC's. These log books should be maintained wherever the AC's are located. All these log books should be maintained over the period of one year and the same will remain the property of the contractor.

**REQUEST FOR PROPOSAL**  
**PART-C**  
**FINANCIAL BID**





**RFP FOR O&M OF SERVICE CORRIDOR IN MIDDLE CIRCLE OF CONNAUGHT PLACE, NEW DELHI.**

Ref-NIT-----

1	Reference of NIT	
2	Work under RFP	O&M OF SERVICE CORRIDOR IN MIDDLE CIRCLE OF CONNAUGHT PLACE, NEW DELHI.
3	Name of the Bidder	
4	Registered office Address	
Telephone Nos.		
Fax Nos.		
E-mail Id		
Website		
5	Amount of bid for the work at point -2 above and as detailed in part-C	
5(a) to 5(e) First Year	Rs----- ( In words rupees -----)	
5(a) to 5(e) Second Year	Rs ----- (in words rupees-----)	
5(a) to 5 (e) Third Year	Rs----- ( In words rupees -----)	
5(a) to 5(e) Fourth Year	Rs ----- (in words rupees-----)	
5(a) to 5(e) Fifth Year	Rs----- ( In words rupees -----)	
5(F) Grand Total of all Sub heads	Rs----- ( In words rupees -----) (inclusive of all taxes)	
6	Amount of bid quoted above is inclusive of all statutory taxes, levies, charges etc. and it also includes any other legal liabilities which may be in force at present or may arise in future etc. nothing will be extra paid by the NDMC in addition to the above quoted bid amount. If deduction at source is mandatory on account of any statutory tax, levy, cess, fee etc., it will be deducted from the monthly bill amount of the successful Bidder by the payment authority under the NDMC.	
7	Total Gross bid amount of all subheads as mentioned in 5 (f) of Part-C 'Financial Bid' will be considered for evaluation of successful bidder.	
8	No additional condition(s) from the bidder would be accepted.	

Signature of the Authorized person with date  
Name & status/post of the signatory  
Name of the Bidder Company/agency/firm/institution



### PREAMBLE TO SCHEDULE OF RATES

<u>S.no</u>	<u>Description</u>
1.	The contractor shall allow for Five(05) year operations and maintenance (O&M) to adequately providing Housekeeping services including pest control and Anti-termite treatment, Security services & operate and maintain IEI(indoor electrical installations) , ACs & Air ventilation system, DG Sets, Drainage system & pumps, in accordance to the O&M Requirements.
2	Contractor's price shall include all equipment, facilities and controls, including all qualified labour, safety and other equipment, safety management systems, supplies, portable diesel generator sets, cleaning and raking equipment and other tools and accessories, consumable, parts and spare parts, manufactured , supplied, installed, assembled, fabricated, with all other incidental costs required to properly startup, test and commission and operate and maintain all facilities for the O&M period of 05 years, including required inspection and reporting.
3	Rate shall be quoted on a monthly rate of each of the year of O&M
4	Rates shall be inclusive of ( but not limited to ) all capital equipment (purchased or leased), qualified labour, fuel, power, consumable required to perform O&M in accordance with the required activities, frequencies and other requirements of Scope of work.



## SCHEDULE OF RATES

### 5(a)

Item No.	Description	Unit	Qty	Rate (Rs.)	Rate (In Word)	Amount (Rs.)
<b>SUBHEAD NO.1 : Housekeeping Services including Pest Control &amp; Anti-Termite treatment</b>						
	Housekeeping Services and Upkeep including pest control and anti-termite treatment in service corridor, transformer room, control room, pump house, Battery room, Connecting trenches, Garland trenches etc. as per scope and terms and conditions defined in RFP document round the clock on all days of the year including Sundays and Holidays.					
1.	Services for First Year	Month	12			
2.	Services for Second year	Month	12			
3.	Services for Third year	Month	12			
4.	Services for Fourth year	Month	12			
5	Services for Fifth year	Month	12			
	<b>SUBTOTAL OF SUBHEAD NO.1 CARRIED OVER TO SUMMARY</b>					





## SCHEDULE OF RATES

5(b)

Item No.	Description	Unit	Qty	Rate (Rs.)	Rate (In Word)	Amount (Rs.)
<b>SUBHEAD NO.2 : Security Services</b>						
	Security services of Transformer rooms, Service corridor, control rooms, pump house, Battery Room etc. as per scope and terms and conditions defined in RFP document round the clock on all days of the year including Sundays and Holidays .					
1.	Services for First Year	Month	12			
2.	Services for Second Year	Month	12			
3.	Services for Third Year	Month	12			
4.	Services for Fourth Year	Month	12			
5.	Services for Fifth Year	Month	12			
	<b>SUBTOTAL OF SUBHEAD NO.2 CARRIED OVER TO SUMMARY</b>					



## SCHEDULE OF RATES

5 ( c )

Item No.	Description	Unit	Qty	Rate (Rs.)	Rate (In Word)	Amount (Rs.)
<b>SUBHEAD NO.3 : O&amp;M of Drainage system &amp; Pumps</b>						
	Comprehensive Operation & Maintenance and upkeep of Drainage system & Pumps in the service Corridor as per inventory list attached including 3 no. of pumps at Panchkuian Road and 12 pumps installed along with 54 nos of non clog submersible pumps installed in tunnel for pumping of water from tunnel as per scope defined in this RFP document to keep the system operational at all the times including Sundays and other gazzeted holidays.					
1.	Operation & Maintenance for First year	Month	12			
2.	Operation & Maintenance for Second year	Month	12			
3.	Operation & Maintenance for Third Year	Month	12			
4.	Operation & Maintenance for fourth Year	Month	12			
5.	Operation & Maintenance for Fifth Year	Month	12			
	<b>SUBTOTAL OF SUBHEAD NO.3 CARRIED OVER TO SUMMARY</b>					



### SCHEDULE OF RATES

5(d)

Item No.	Description	Unit	Qty	Rate (Rs.)	Rate (In Word)	Amount (Rs.)
<b>SUBHEAD NO.4 : O&amp;M of CCTV System, Access Control System and PA system</b>						
	Comprehensive Operation and maintenance and providing services for CCTV system, Access Control System & PA system and its accessories etc round the clock on all days of the year including Sundays and Holidays as per attached inventory , scope and terms and conditions defined in RFP Document.					
1.	Operation & Maintenance for first Year	Month	12			
2.	Operation & Maintenance for second Year	Month	12			
3.	Operation & Maintenance for Third Year	Month	12			
4.	Operation & Maintenance for Fourth Year	Month	12			
5.	Operation & Maintenance for fifth Year	Month	12			
	<b>SUBTOTAL OF SUBHEAD NO.4 CARRIED OVER TO SUMMARY</b>					



# **SCHEDULE OF RATES**

5(e)

Item No.	Description	Unit	Qty	Rate (Rs.)	Rate (In Word)	Amount (Rs.)
<b>SUBHEAD NO.5 : O&amp;M of Service Corridor IEI ,DG Sets, Air Ventilation System including ACs</b>						
	Comprehensive operation, maintenance and upkeep of <b>Service Corridor IEI (Indoor Electrical Installations) ,DG Sets, Air Ventilation System including ACs in Control room and Battery room</b> as per scope defined, Inventory list and terms and conditions to keep the system operational at all the times including Sundays and other gazzeted holidays.					
	<b>Operation and Maintenance Work</b>					
1.	Operation & Maintenance for first Year	Month	12			
2.	Operation & Maintenance for Second year	Month	12			
3.	Operation & Maintenance for third year	Month	12			
4.	Operation & Maintenance for fourth year	Month	12			
5.	Operation & Maintenance for fifth year	Month	12			
	<b>SUBTOTAL OF SUBHEAD NO.5 CARRIED OVER TO SUMMARY</b>					



**NAME OF WORK: OPERATION & MAINTENANCE OF SERVICE CORRIDOR IN MIDDLE CIRCLE OF  
CONNAUGHT PLACE , NEW DELHI**

**BIDDING DOCUMENT NO.:**

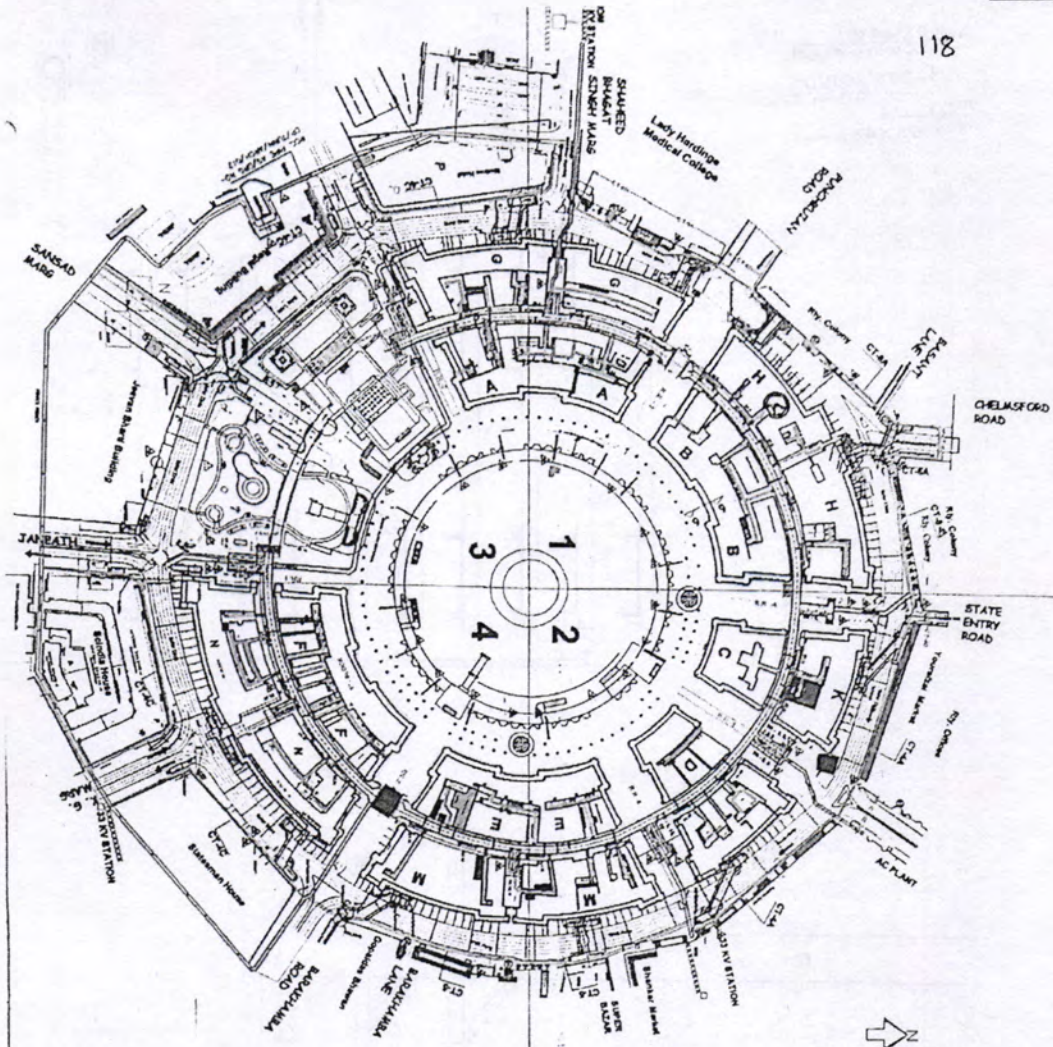
**SUMMARY OF RATES**

5(f)

SUBHEAD NO.	DESCRIPTION	AMOUNT (IN FIGURE)	AMOUNT (IN WORDS)
SUBHEAD NO.1	Housekeeping Services including Pest Control & Anti termite treatment		
SUBHEAD NO.2	Security Services		
SUBHEAD NO.3	O&M of Drainage system and Pumps		
SUBHEAD NO.4	O&M of CCTV system, Access Control System & PA system		
SUBHEAD NO.5	O&M of Service Corridor IEI ,DG Sets, Air Ventilation System including ACs		
	GRAND TOTAL OF ALL SUBHEADS TO BE FINAL AMOUNT OF FINANCIAL BID TO BE USED FOR EVALUATION FOR LOWEST BIDDER IN FINANCIAL BID		



118



## NOTES :-

SERVICE CORRIDOR	6300x 6950 mm
FEDER CORRIDOR	2500x2500 mm
FEDER CORRIDOR IN	3500x3500 mm
TRENCH CT-1	
TRENCH CT-2A	
TRENCH CT-2B	
TRENCH CT-3	
OUTER BLOCK	
TRENCH	
OUTER CIRCLE	
TRENCH CT-4	
OUTER CIRCLE	
TRENCH CT-5	
AIR CONDITIONING PIPE	2500 X 2500 mm Trench
33 KV CABLE	XXXXXXXXXX
WATER LINE	XXXXXXXXXX
FIRE FIGHTING MAIN	XXXXXXXXXX

AE (CP)

BE (CP)



250 PIPE

1000 L PIPE ALONG THE TUNNEL

32 PIPE

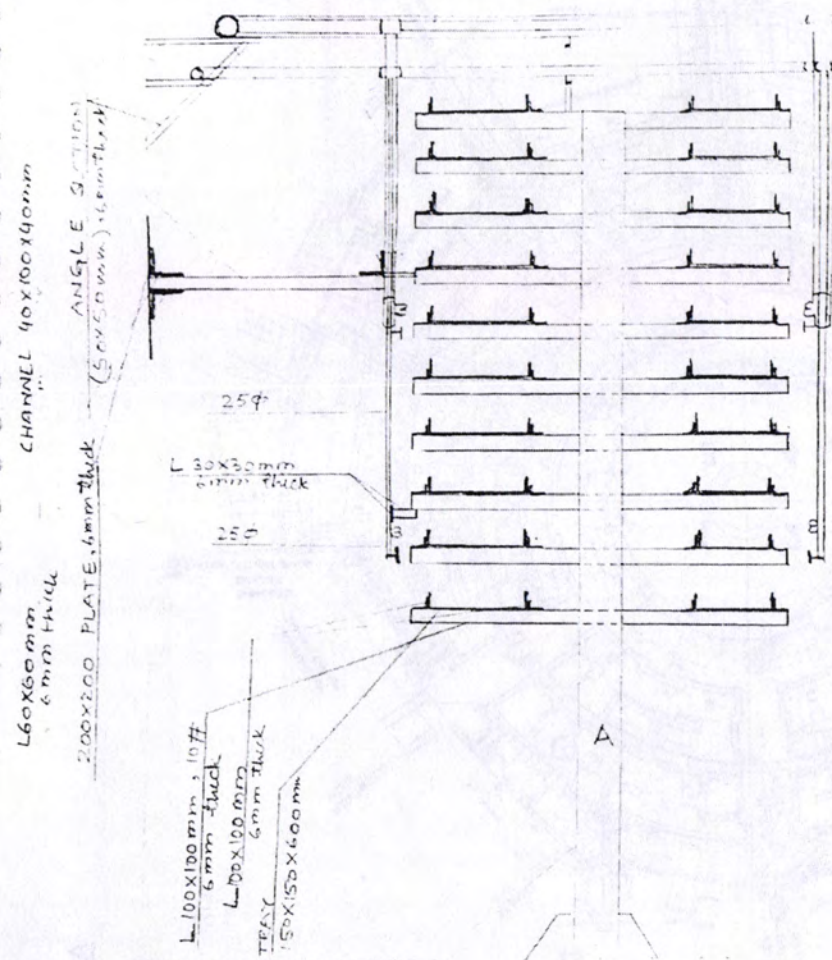
75 PIPE

90 PIPE

250 PIPE

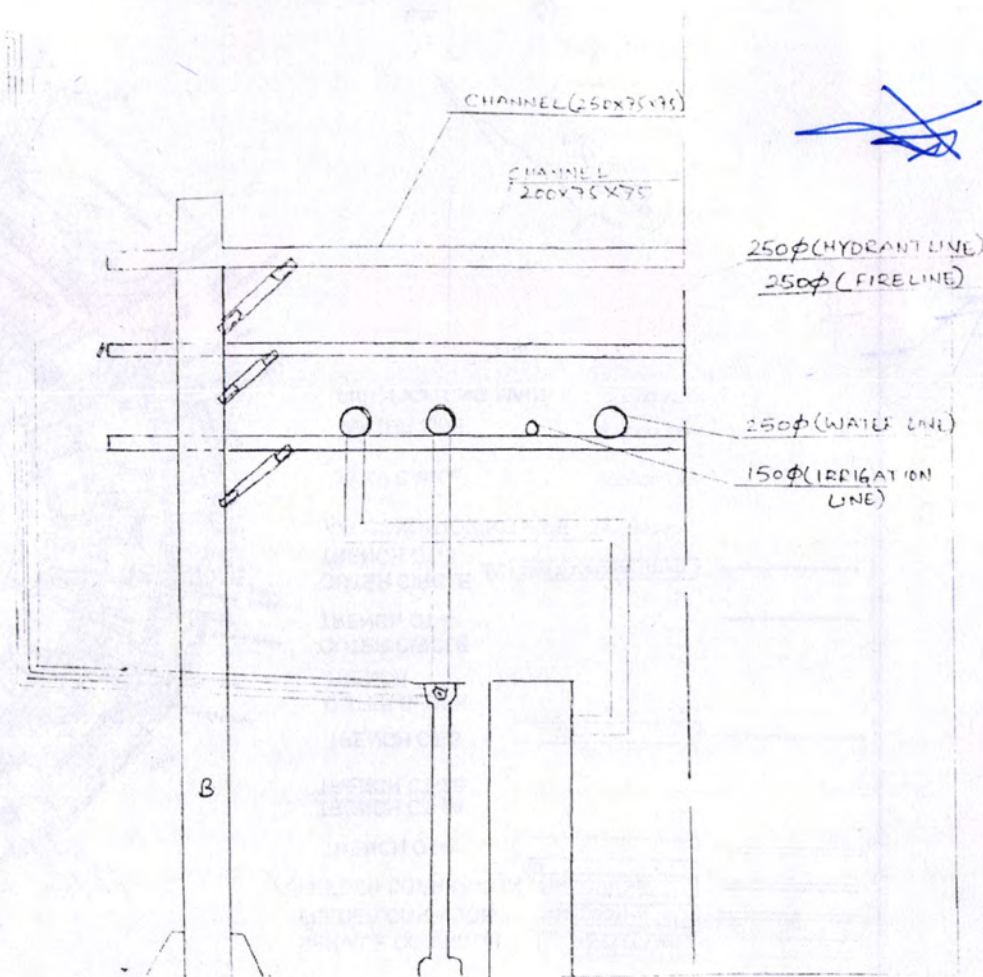
L 40x40 mm  
6 mm thick

L 30x30 mm  
6 mm thick



DOUBLE CHANNEL 100 TO  
FACE (200x150 mm)

cmf



- \* DISTANCE B/W TWO CONSECUTIVE 'A' TYPE POLE = 1.69  $\approx$  1.70 m
- \* TWO CONSECUTIVE 'B' TYPE COLUMN IS CONNECTED WITH CHANNEL SEC (250x75x75 mm)



**LIST OF MINIMUM EQUIPMENTS, TOOLS & TACKLES TO BE DEPLOYED**

S.no	Tools and Equipments	Minimum Required No.	Recovery Rate per day per equipment (If not available/out for more than 2 days)
1	Foldable ladder extendable upto 8 m	3	Rs.400
2	500 V megger and 1000 V earth megger – 2 Nos.	2	Rs.200
3	2.5 KV/ 5 KV Megger	1	Rs.200
4	1.1Kv & 11 KV grade Hand gloves	As per requirement	Rs.200
5	Crimping tool	As per Requirement	Rs.200
6	Water testing kit	1	Rs.400
7	Necessary tools and tackles including , garbage trolleys, safety devices etc. for cleaning and maintenance.	As per requirement	-
8	Necessary tools for IEL repair work	As per requirement	-
9	Necessary tools for plumbing work	As per requirement	-
10	Necessary tools for clear clogging of drainage line & catch pits.	As per requirement	-
11	Discharge Rods	3	Rs. 200
12	Hi-Pot Machines	3	Rs. 200
13	Tools kits & L-N Keys	3	Rs. 200
14	Vacuum Cleaner for cleaning of Electro-mechanical Installation, Cables, Cable trays, fire equipments etc.	4	Rs. 500
15	Microprocessor based Relay Tester	2	Rs. 200
16	High pressure jet	3	Rs. 500
17	Necessary tools for repair of CCTV, PA & Access Control System.	As per requirement	-
18	Dewatering pump	3	Rs 800
19	Sludge Sucking Machine	2	Rs 1000

Note:- Any other tools or equipments required to carry out O&M as per scope defined in this RFP shall be arranged by agency & nothing shall be extra paid for it.



**Annexure-III**

**DETAILS OF QUALIFICATION AND EXPERIENCE OF MINIMUM PERSONNEL TO BE  
DEPLOYED**

POSITION	MINIMUM QUALIFICATION	MINIMUM NOS. OF YEARS OF EXPERIENCE IN RELEVANT FIELD	MINIMUM MANPOWER TO BE DEPLOYED	NATURE OF EXPERIENCE	Recovery rates  Per day for Non- Deployment of the required Minimum Manpower
Manager Technical	B.E. (Electrical)	8	1	Maintenance work (Electromechanical)	2000/-
Engineering Supervisor	Degree / Diploma  (Elec)	3	1	Electrical	1500/-
Engineering Supervisor	Degree/ Diploma (Mech)	3	1	Mechanical	1500/-
Engineering Supervisor	Degree/ Diploma (electronics & communication)	3	1	electronics & communication	1500/-
Electrician	I.T.I. (Elect.)	8	4	Internal Electrical work, Fire control etc.	800/-
D.G. Operator	I.T.I	8	4	DG Operation & Maintenance	800/-
Ventilation operator	I.T.I (air conditioning)	8	3	Airwasher & ventilation fans O&M	800/-
Pump Operator	Diploma / I.T.I.	5 / 8	6	Water & Irrigation pump house and sump pumps	800/-
Pump Operator (additional for 15 <sup>th</sup> June to	Diploma / I.T.I.	5 / 8	<sup>60</sup> 9	Water & Irrigation pump house and sump pumps	800/-



15 <sup>th</sup> sep. during rainy season every year)					
Fitter	I.T.I	4	3	Plumbing work	800/-
Housekeeping Supervisor	Dip in Hotel Management / House Keeping Mgmt	3	3	House Keeping	800/-
Housekeeping Boys	-	2	26	For Housekeeping & Upkeeping	700/-
ALM/Khallise	8 <sup>th</sup> Pass	2	8		700/-
Security guard	10 <sup>th</sup> Pass	2	36	For Security	700/-
Supervisor for Security Staff	Degree/Diplom a	2	6	For security Service Supervision	1000/-
Monitoring staff CCTV, PA & Access control system	Diploma holder / Graduate	2	3	Security services	800/-
Technician for CCTV, PA & Access control system	Diploma holder	2	3	CCTV, PA & Access control system	800/-



## Penalties

### **I Penalty for Housekeeping Services**

Penalty with rate of Rs 10/- per Sqm per day for no cleaning of area will be imposed for non compliance of service level in housekeeping as mentioned in RFP.

Penalty of Rs 2000/- per day for no compliance of regular inspection, Dewatering and sludge cleaning.

### **II. Penalty for pest control and Anti-Termite Treatment services**

Penalty of Rs 2000/- per day will be imposed in case of pests control treatment is found not satisfactory and pests are found inside premises. Decision of Engineer-In-Charge shall be binding to contractor for penalty. If not attended in a maximum period of three days, the penalty shall increase @ Rs.1000/- per day upto maximum for Rs. 10,000/- per day.

### **III. Penalty for Security Services**

Non compliance of security service level mentioned in RFP will automatically result in imposing of penalty @ minimum of Rs 2000 per incident per day. In case of theft incident in service corridor, report of theft will be made by NDMC and twice the cost of items will be recovered from agency.

### **IV Penalty for drainage system and pumps**

- a) All pumps must be in working condition and need to be repaired in 24 hours. Rs. 2000 per pump per day penalty shall be imposed in case of non working of pumps.
- b) There will be no tolerance for maintenance of pumps installed at Panchkuian Road. Penalty of at least Rs. 5 Lacs or as decided by Engineer-in-Charge shall be imposed in case of non-working of the pumps installed at Panchkuian Road pumping station.

### **V Penalty for CCTV system, Access Control System & PA system.**

All the defects/fault condition should be rectified and the system should be brought in working order within 24 hrs. Otherwise penal recovery at the rate of Rs.2000-per Fault-per equipment per day shall be recovered from the bill of the agency.

### **VI Penalty for Ventilation System**

Compensation for delay, all the minor complaints such as repair of electrical starter, indication lamp, connector, pumps etc shall be attended within two hours and complete within 24 hours, rewinding of motor pumps and repairing of pumps sets and major work of motor winding compressors Air Washer Fans, Air Washer Pumps, Reversible Fans, Dual Speed Exhaust Fans and Jet Fans etc. within 10 days. In case failure to clear the complains within the stipulated period as above, deduction will be made for the complete period and the same will be got attended by the department after the expiry of schedule time at the risk and cost of the contractor without giving any further notice. In addition to deduction, the penalty will also be levied at the rate



of 1% per day on the effected equipment maximum upto 5% of the maintenance charges on each event.

#### VII Penalty for Indoor Electrical Installation (IEI), DG sets, Air conditioners

S.No	Problem Type	Impact of the Problem	Time period for rectification	Status Report	Penalty for non compliance in time period of Rectification
<u>1.</u>	<b>Minor Rectification Works :</b> Such as but not limited to repair/replacement of switches sockets plugs misc. electrical faults, misc.repairs mechanical fittings and fixtures, changing of small parts and repair parts etc.	Low impact on the operation. No detrimental effect but an area of concern if allowed to persist without correction.	Within 3 Hours of notification to the Contractor by NDMC	Hourly	Rs 200/per fault/per day
<u>2.</u>	<b>Medium Rectification Works :</b> Such as but not limited to replacement of pipe lines small motors upto 15 HP, MCCB, MCB, starter, replacement of certain non stocked spare parts (not locally available in NCR region)	Operation degraded: able to operate with back-up measures on temporary basis.	Within 6 hours of notification to the Contractor by NDMC	Once during Working days	Rs 800/per fault/per day
<u>3.</u>	<b>Major Rectification Works / Capital Repair :</b> Such as but not limited to DG Sets, pumps repair & requiring major replacement / repair works which require the justification for 48 hours work schedule.	Severe Impact on operate: Unable to Operate.	Within 48 hours of notification to the Contractor by NDMC	Once in two days	Rs 2000/per fault/per day

Note:

- The Maintenance works requiring repairs/replacement beyond stipulated time mentioned above shall require prior approval of Engineer-In-charge as per the case may be and the decision of Engineer-In-charge shall be binding to the agency.



- b) Functioning of DG sets in case of power failure is very critical .In case of DG sets do not respond in case of failure of Main supply, penalty of minimum Rs 10000/- or as decided by Engineer-in-Charge shall be imposed on Agency.

**VIII Penalty for lack of minimum personnel to be deployed**

The recoveries for shortage of manpower required as per scope of work (if the manpower is not available on any day) shall be made as per Annexure-III.

**IX Penalty for lack of minimum Equipments, tools & tackles to be deployed.**

The recoveries for shortage of minimum equipments, tools & tackles required as per scope of work shall be made as per Annexure- II.

**X Penalty on Defaults:**

Any type of delay in performance or non-performance of any service enlisted in terms & conditions of this RFP and/or Annexure(s) to it will be termed as default on the part of the agency/successful bidder .Other than penalties mentioned in RFP document, on each of such default, a penalty of Rs. 2000 per default per day shall be imposed after giving the agency a notice in writing and affording an opportunity to explain its position. The NDMC is the competent authority for this purpose. Penalty may be doubles on repetition of the default.

**XI Penalty Enhancement:**

Penalties shall increase by 10% of previous year, after each year.



Inventory Details of Service Corridor

Table-I

Structural Dimensions of Service Corridor and its Premises

<b>Project : Redevelopment of Connaught place</b>				
<b>S.No</b>	<b>Description</b>	<b>Length</b>	<b>Breadth</b>	<b>Height</b>
<b>1</b>	<b>Service Corridor (Area of Bottom Surface )</b>			
a	A-G Segment	247.963	6.6	
b	B-H Sefment	240.482	6.6	
c	C-K Segment	120.254	6.6	
d	D-L Segment	123.378	6.6	
e	E-M Segment	233.14	6.6	
f	F-N Segment	255.68	6.6	
<b>2</b>	<b>Service Corridor Wall</b>			
a	A-G Segment	247.963		6.95
b	B-H Sefment	240.482		6.95
c	C-K Segment	120.254		6.95
d	D-L Segment	123.378		6.95
e	E-M Segment	233.14		6.95
f	F-N Segment	255.68		6.95
<b>3</b>	<b>Transformer Rooms including Airwasher Bays Wall</b>			
a	RR-1	165.68		6.95
b	RR-2	92.63		6.95
c	RR-4	93.57		6.95
d	RR-5	118.53		6.95
e	RR-6	90.97		6.95
f	G Block Courtyard	44		6.95
g	M Block Courtyard	44		6.95
h	N Block Courtyard	44		6.95
<b>4</b>	<b>Transformer Rooms including Airwasher Bays</b>			



	(Area of Bottom Surface )			
a	RR-1	41.76	13.8	
		10.6	3.15	
		4.385	3	
		10.73	3	
		5.95	2.6	
b	RR-2	92.63	13.5	
		8.74	8.73	
c	RR-4	30.28	9.15	
		6.1	5.32	
		5.3	5.4	
d	RR-5	31.5	13.8	
		10.23	10.5	
		12.35	4.07	
		9.66	3.15	
e	RR-6	30.25	13.65	
		8.93	3.95	
		6.82	4.235	
f	G Block Courtyard	44	8	
g	M Block Courtyard	44	8	
h	N Block Courtyard	44	8	
5	Control Room			
a	Control Room(Area of Bottom Surface )	Area=75.05 sqm		
b	Control Room(Area of Wall )	Area=157.17sqm		
6	Battery Room	Area= 113 Sqm		
7	Granite			
a	Staircase			
b	Vent Shafts	Area= 2710.9 sqm		
8	Garland Trench	3534.11		



9	<b>Feeder Corridor Wall</b>	
A	Shivaji stdm. (2500x2500mm)	75
B	RR-4 (2500x2500mm)	46
C	RR-6 (3500x3500mm)	64
d	RR-2 to RR-1 (3500x3500mm)	50
E	RR-7 (2500x2500mm)	84
F	G -BLOCK (2500x2500mm)	130
9	<b>Feeder Corridor Bottom Surface</b>	
A	Shivaji stdm. (2500x2500mm)	75
B	RR-4 (2500x2500mm)	46
C	RR-6 (3500x3500mm)	64
d	RR-2 to RR-1 (3500x3500mm)	50
E	RR-7 (2500x2500mm)	84
F	G -BLOCK (2500x2500mm)	130





**Table-II****Inventory Details of Drainage works**

SL. No.	Description of items	Unit	Quantity Executed
	<b>DRAINAGE WORK</b>		
1	Brick masonry Catch Pits in service corridor	Each	27
2	Non-clog submersible type dewatering pump for service corridor 2.5 HP	Each	54.00
3	Dewatering pump for service corridor KSB make- 20 HP	Each	8.00
4	Dewatering pump for Panchkuian Road pump station KSB make - 20 HP	Each	3.00
5	Dewatering pump for service corridor KSB make -12.5 HP	Each	4.00





Table-III

## PA SYSTEM

Item No.	Description of Item	Unit	Qty
F	<b>PA SYSTEM</b>		
1	Network controller shall be a control unit for a public address & emergency sound system. It shall control and route up to 28 simultaneous audio channels on a fibre optical network, with audio signals comprising e.g. announcements made via call stations or background music from a connected CD-player. The network controller shall have an RJ-45 Ethernet connection for connecting a configuration PC, directly or via an Ethernet network. After the configuration the network controller shall be able to run stand-alone as required without PC, although it shall be possible to keep the network controller connected to the network or PC for additional functions, such as logging of call and fault events , with necessary software along with license with all accessories	Each	1
2	Control unit for automatic changeover from Main Controller to Slave Controller in case of failure of Main Controller ,	Each	1
3	1 X 500 watt amplifier, 19" rack mountable, 2 X 16 character display for monitoring, 8 control inputs, 2 audio inputs, Automatic Changeover to standby Amplifier	Each	11
	<b>MUSIC PLAYER</b>		
4	Professional 5 CD changer for continuous playback	Each	1
	<b>RACKS</b>		
5	19" Equipment Rack 42U for housing Controller, Amplifiers and Music Source with 1U blank panel spacing, with power strip, cable manager	Each	2
	<b>COMPUTER</b>		
6	PC Control Software along with Desktop PC of Core 2 Duo , 2 GB Ram, 160 GB HDD, DVD RW, 19" LCD Monitor , Mouse , Keyboard for complete administration of PA system, programming and monitoring of Controller, amplifiers, call station, zone setting, priority etc.	Each	1
	<b>CALL STATION</b>		
7	Digital Remote Call Stations suitable for 12 zones & upto 600 meter with High Quality Condenser Microphone on gooseneck, with press to talk switch with all accessories	Each	1
8	Remote Call Station Interface for Connecting Digital Call Station Via CAT 5/ fibre Cable	Each	1
	<b>SPEAKERS</b>		
9	Ceiling Mount speaker with back box ,Max power 9 W with three tap changer 6/3/1.5 watt . Mounting Clamp, front Metal Grill, with fire dome from same make as of speaker Built in LMT of 100 Volt rated input	Each	188
10	20 watt rated power pendant type sound projector Loudspeaker with 99 DB max Sound Pressure Level, water and dust protected to IP 65	Each	1
	<b>SWITCH &amp; UPS</b>		
11	20 KVA on-line UPS with 2 Volt SMF Battery for 1 hour back-up time	Each	1
	<b>CABLE , CONDUIT &amp; IT'S ACCESSORIES</b>		
12	Plastic Fibre Network cable assembly 50 meter	Meter	5
13	Plastic Fibre Network cable assembly 5 meter	Meter	5
14	Plastic Fibre Network cable assembly 0.5 meter	Meter	11
15	CAT-6 LSOH Unarmoured cable	Meter	1608
16	25 mm <b>MS conduit</b>	Meter	4137
17	6 Amp.MCB	Nos.	11



Item No.	Description of Item	Unit	Qty.
<b>ACCESS CONTROL</b>			
<b>CONTROLLER</b>			
1	Controller 64 with Software License , with Battery & Battery charger with Remote interface module	Each	1
2	I-class Biometric Reader	Each	62
3	Smart card reader	Lot	62
4	Photo Id Smart Card with 16K X16K memory with 16 application areas , with colour printing, lanyard with holder	Lot	500
<b>EMERGENCY SWITCH , LOCKS</b>			
5	Emergency Break Glass Switch	Each	31
6	Electric latches, suitable for Iron Doors, with open/close door sensor	Each	31
<b>SERVER /WORKSTATION</b>			
7	19" Rack mount Xeon Processor with 1GB RAM, dual mirrored 500 GB HDD for OS,DVDRW., 19" TFT Monitor	Each	1
<b>CABLE , CONDUIT &amp; ACCESSORIES</b>			
9	LSOH, CAT-6 un-aramoured	Meter	50
11	19c x 1.5sqmm for access control cable	mtr.s	1060
12	14c x 1.5sqmm for access control cable	mtr.s	1228
13	7c x 1.5sqmm for access control cable	mtr.s	1228



Item No	Description of items	Unit	QTY
	<b>CCTV SYSTEM</b>		
1	High performance 1/3" CCD or better C/CS mount with 5-50mm IR varifocal lens, Auto Iris, flicker less, suitable for day & night, wall/pole mounted Analogue color camera with Dual stream MPEG-4 encoder-SFP Port or alternative IP camera SFP Port with dual stream in IP 66 vandal resistant housing suitable for indoor purpose, suitable for humid /moist area with suitable power supply /adaptor complete (For Inside The Tunnel)	Nos.	79
2	High end 19" rack mountable Server computer (for NVR / Camera Server) working in redundant configuration with hot with all accessories like Windows pre loaded & recovery CD, digital keyboard, audio speakers, 19" TFT monitor, necessary video management software with necessary license for the required number of cameras	Nos.	1
3	19" Rack mountable Workstation (Client PC) with all accessories like windows preloaded & recovery CD, digital keyboard, optical scroll mouse, audio speakers, 19" TFT monitor display with quad graphics card etc.	Nos.	3
4	High end Server computer (for <b>Database Server</b> ) working in redundant configuration / failsafe operation, each complete with all accessories like Windows pre loaded & recovery CD, digital keyboard, audio speakers, 19" TFT monitor	Nos.	2
5	NAS for storing 150 cameras for 10 DAYS @ 4CIF, 25FPS Main 40 TB usable Capacity	Nos.	1
6	19" Rack Mountable layer-3 managed fast Ethernet 24 port and 32 gigabit Ethernet, 24 SFP (24POE)	Nos.	1
7	4c Single Mode Optic Fibre Communication LSOH armoured Cable	Mtr	18441
8	3C x 2.5 sq.mm Copper conductor PVC insulated LSOH unarmoured cable	Mtr	2800
9	3C x 2.5 sq.mm Copper conductor PVC insulated LSOH armoured cable	Mtr	8138
10	48 Port Fibre Panel (LIU)	Nos.	1
11	<b>Optic Fibre Patch Cord</b> Single mode, for connecting OF cables.	Nos.	1
12	25 mm <b>16 SWG MS conduits</b>	Mtr	2132
13	50 mm HDPE pipe	Mtr	868
14	IP 65 weather proof Junction Boxes	Nos.	79
15	19" 42U rack for server, workstation with exhaust fan, cable manager, power strip, power supply, trays etc suitable for indoor area, with Proper Lock & Key.	Nos.	1
16	Control Room console for 42" & 19" TFT Monitor	Nos.	3
17	5 meter GI 100 MM Pole with base plate.	Nos.	10
18	6 amp MCB for the powering of Cameras	Nos.	79
19	19" Rack mountable layer2 managed fast ethernet 24 port	Nos.	5
20	MEDIA convertor	Nos.	164



Table-IV

**Inventory for Mechanical Air Ventilation system**

Item No.	Description of Item	Unit	Qty.
	<b>VENTILATION SYSTEM</b>		
1	AIR INTAKE FANS (Reversible), 6000 cfm	Nos.	26
2	AIR EXTRACT FANS (Uni Direction, 2 speed), 6000 / 12000 CFM	Nos.	41.00
3	IMPULSE JET FANS HDG construction including silencer. 3240CFM	Nos.	39.00
4	Platform Mounted Horizontal Air Washer, 6000 CFM	Nos.	20.00
5	Intake/ Exhaust 6 G SS-304 louvers with Bird Screen	Sqm	125.00
6	22 G GI ducts	Sqm	3719
7	<b>PVC insulated, steel armored, 1100 v grade power cables</b>		
A	3C X 10 mm <sup>2</sup>	Meter	1149.00
B	3C X 6 mm <sup>2</sup>	Meter	4027.0
C	Multicore armored copper 1.5 mm <sup>2</sup>	Meter	705.00
8	8 SWG GI wire	Meter	7244.00
9	Electrical Starter Panels for Fans and Airwashers.	Nos	33
10	Flexible Duct Connectors	Nos.	78.00
11	Double Louver Opposite Blade Double Deflection adjustable aluminium grill with aluminium anodised damper	Sqm	26.28
12	G.I. Volume Control Damper	Sqm	2.00
13	GI Bird Screen with 25mm flange.	Sqm	11.30
14	Axial type Exhaust Fan of 1500 CFM, 15" dia, 900 Rpm, 1-ph.	Nos	1
15	Axial type Exhaust Fan of 3000 CFM, 18" dia, 900 Rpm, 1-ph.	Nos	4
16	Double pole MCB's of 6 Amps	Nos	5
17	D.P. sheet steel enclosure (MCB Box) to house DPMCB's of 6 Amps	Nos	5





Table-V

Inventory for Electrical Works

Sr. No.	DESCRIPTION OF WORK	QUANTITY
1	Operation and maintenance of emergency panel having 1/c no. 63 amp. 4 pole mcb type isolate 18 nos. Outgoing, 10/16 amp, single pole mcbs (10kv) including periodical cleaning checking of nuts and bolts, replacement periodical testing and bolts, replacement periodical testing and calibration protection system, regular checking of overheating of any part & thimbles, required etc and as per the scope mentioned in the tender document & as per the scope mentioned in the tender document & as per the requirement for proper functioning of the emergency lighting panel.	2 SETS
2	Operation and maintenance of ups panel having i/c 100 amp, 4 pole mccb, i/c 200 amp 4 pole mccb and outgoing of 4 nos. 32 amp tpm mcbs, 6nos , 20 nos, double pole mcbs including periodic cleaning, checking of nuts and bolts, replacement periodical testing and calibration protection system, regular checking of overheating accessory as required etc and as per the score mentioned in the tender document as per the requirement for proper functioning of the ups panel.	1 SET
3	Operation and maintenance of silent type 380 kva, 415 volt, DG set with diesel engine (cummins) with alternater of 380 kva (stamp ford radiator water cooled including batteries with leads and terminal silencer, oil tank complete with amf panel including periodic cleaning,checking of nut and bolts,replacement periodicaltesting and calibration, protecting system, regular checking of any over heating of any part and thimbles,replacement of any other accessories as required etc. and as per requirement for proper functioning of the silent type DG set inclusive of B-check and Mobil oil.	2 SETS
4	Operation & maintenance of 20/25 kva, igbt true, 'online' delta conversion ups system with 425 ah sharing configuration consisting of maintenance free batteries suitable for 30 mins. Along with battery rack, inter connecting cable load between cleaning, checking of nuts and calibration protection system, regular	2 SET



	checking of over-rating of any  Other accessories as required etc and as per the scope mentioned for proper functioning of the ups system.	
5	Operation and maintenance of surface / pendent / ceiling mounted lighting fixture including replacement of all defective cfl lamp/ fl tube, ballast, ingiter, driver and rechargeable ni-cd battery etc.	62 NOS  20 NOS  1215 NOS
6	Operation and maintenance of split a/c's 1.5 tonne/2 tonne installed for control room including replacement / repair of all defective parts and preventive maintenance complete as required.  8nos 1.5 tonne and 5 nos 2.0 tonnes along with 13 nos of stabilizers.	13 NOS
7	Operation & maintenance of ventilation system of following including replacement / repair of all defective parts including motors and preventive maintenance etc complete as required.  1. Air intake fans (reversible), 6000 cfm. 2. Air extract fans (unti direction, 2 speed, 6000/ 12000 cfm. 3. Impulse jet fans. 4. Platform mounted Horizontal air washer, 6000cfm. 5. Electrical panel-operation and 17 maintenance of control panels/ ELECTRICAL PANELS OF AIR WASHER UNIT INCLUDING REPLACEMENT / REPAIR OF defective parts and preventive maintenance complete as required.	26 NOS 41 NOS  39 NOS 20 Nos  33 NOS
8	Operation & maintenance of lighting panel having I/C 1 no. 63 Amp. 4 pole MCCB (10 KV), 2 no. 63 Amp. 4 pole Amp(10KV), I/C 3 63Amp. 4 pole MCB 10(10KV), 3 nos. 63Amp. 4 Poles contractor having outgoing 24nos. 10/16/32 single Pole MCB(10 KV) including periodical cleaning, checking of nuts and bolts, replacement periodical testing & calibration protection system, regular checking of over heating of any part & thimbles, replacement of any accessory as required etc and as per the scope mentioned in the RFP & as per the requirement for proper functioning of the lighting panel.	



**RFP FOR OPERATION AND MAINTENANCE OF SERVICE CORRIDOR IN MIDDLE  
CIRCLE OF CONNAUGHT PLACE, NEW DELHI**

Ref: \_\_\_\_\_

**DEPLOYMENT PLAN TO BE SUBMITTED BY THE BIDDER**

After examining the Service corridor drawings, Service levels defined , Scope of Work (SOW), Inventory etc. in the Service Corridor in Middle Circle of Connaught place & its premises at New Delhi and having visited/examined the said Service Corridor and also having acquired the requisite information about the said Service Corridor, I/We \_\_\_\_\_ (Name of the Agency) hereby propose the following deployment of Officers/Executive/Staff/Manpower to execute day-to-day scheduled tasks under Housekeeping and Operation and Maintenance according to the terms and conditions of this RFP:-

S.no	Officer/Executive/Staff particulars (Post Details)	Minimum Qualifications	Job Chart	Whom will the officer be responsible

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

**Signature of Authorized Person**

Agency \_\_\_\_\_



**RFP FOR OPERATION AND MAINTENANCE OF SERVICE CORRIDOR IN MIDDLE  
CIRCLE OF CONNAUGHT PLACE, NEW DELHI**

Ref: \_\_\_\_\_

**PROPOSED ACTION PLAN TO BE SUBMITTED BY THE BIDDER**

After examining the Service corridor drawings, Service level defined, Scope of Work (SOW), Inventory etc. in the Service Corridor in Middle Circle of Connaught place & its premises at New Delhi and having visited/examined the said Service Corridor and also having acquired the requisite information about the said Service Corridor, I/We \_\_\_\_\_ (Name of the Agency)

hereby submit the proposed Action Plan for execution of day-to-day scheduled tasks under Housekeeping and Operation and Maintenance according to the terms and conditions of this RFP:-

S.no	Activities	Proposed Action plan by the bidder
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Note:- Extra paper sheets may be added by the bidder for preparing the detailed action plan.

Signature of the Authorized person

Agency \_\_\_\_\_



CIRCLE OF CONNAUGHT PLACE, NEW DELHI

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Self-Appraisal of Self-Competency Statement by the bidder

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Signature of the Authorized Person: \_\_\_\_\_

Agency\_\_\_\_\_



(ON the letter head of the bidder & duly signed)

**RFP FOR OPERATION AND MAINTENANCE OF SERVICE CORRIDOR IN MIDDLE  
CIRCLE OF CONNAUGHT PLACE, NEW DELHI**

**ANTI – COLLUSION CERTIFICATE**

We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Bidder 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 nor paid nor will offer nor pay, directly or indirectly, any illegal gratification, in cash or kind, to any person or agency in connection with the instant Proposal.

Date this ..... Day of ..... 201...

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised person





**Format of Bank Guarantee for 'Bid Security'****(To be executed on Requisite Non-Judicial Stamp Paper of Rs.100)**

WHEREAS, (Name of the Bidder) wishes to submit his Bid for the selection of Concessionaire for **'Operation & Maintenance of Service Corridor in Middle Circle of Connaught Place, New Delhi'** hereinafter called "Bids".

KNOW ALL MEN by these presents that we (Name of bank) of ( city and country) having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are irrevocably and unconditionally bound to the New Delhi Municipal Council or its successor, (hereinafter referred to as " NDMC" in the sum of Rs. \_\_\_\_\_ ( in Words) \_\_\_\_\_ which payment can truly be made to NDMC. The Bank binds themselves, their successors and assigns by these presents.

Sealed with the Common Seal of the Bank this \_\_\_\_\_ day of, 2016 THE CONDITIONS of this obligation are:

- (a) If the Bidder withdraws his Bids at any time during the stipulated period of Bid Validity specified in the RFP document and; or
- (b) If the Bidder, for the period of the Bid Validity as per RFP in NDMC's opinion, commits a material breach of any of the terms and/or conditions contained in the RFP Documents and/or subsequent communication from NDMC in this regard; or
- (c) If the Bidders refuses to accept the minutes of pre bid meetings; or
- (d) If the Bidder, having been notified of the acceptance of its Bid by the NDMC fails or refuses to comply with the following requirements:
  - To submit the performance security as specified in the RFP document to New Delhi Municipal Council (NDMC)
  - Sign the Concession agreement as provided in the RFP Document.

We agree and undertake, absolutely, irrevocably and unconditionally to pay to the NDMC, as the case may be, the above amount without protest, delay or demur upon receipt of NDMC's first written demand, without the NDMC having to substantiate its demand, provided that in its demand the NDMC will note that the amount claimed by it is due to it owing to the occurrence of one or more of the conditions set out above, specifying the occurred condition or conditions in the RFP.

The Guarantee will remain in force up to and including the date of expiry of the period of Bid Validity as stated in the RFP Document or as extended by NDMC at any time as per RFP, notice of which extension to the Bank being hereby waived. Provided however, that In the event that this Bidder is selected for award of the project through the issue of the Letter of Intent, the Bid Security shall remain in force until the date of signing of agreement by such Bidder

OR

In the event this Bidder is not selected for award of the Project, the Bid Security shall remain in force up to and including a period of 60 days after the expiration of the bid validity period or signing of the agreement, which is later.

Any demand in respect of this Guarantee should reach the Bank not later than the date of expiry (as



defined above) of this Guarantee.

The jurisdiction in relation to this Guarantee shall be the courts of Delhi and the Indian law shall be applicable.

SIGNATURE OF AUTHORIZED

REPRESENTATIVE OF THE BANK \_\_\_\_\_

NAME AND DESIGNATION \_\_\_\_\_

SEAL OF THE BANK \_\_\_\_\_

NAME OF THE WITNESS \_\_\_\_\_

ADDRESS OF THE WITNESS \_\_\_\_\_





**(Format of Technical Bid )**

**(The covering letter is to be submitted by the Bidding Company along with the other documents required)**

**Date :**

**Place:**

**To**

**The E.E.( CP)**

NDMC, Room No. 1611,  
16<sup>th</sup> Floor, Palika Kendra,  
Sansad Marg, New Delhi-  
110001

**Dear Sir,**

**Sub:- Operation & Maintenance of Service Corridor in middle circle of Connaught Place, New Delhi.**

Pursuant to the RFP document, issued by the NDMC, New Delhi, I/we hereby submit my/our completed bid for the captioned subject. Please find enclosed one original and one copy of our Technical Bid and one original of Financial Bid in separate sealed envelopes in respect of the selection of successful bidder for Operation and Maintenance of Service Corridor in middle circle of Connaught place, New Delhi in response to and complying with the RFP Document issued by NDMC.

I/we hereby confirm the following:

- (a) I/we have examined in detail and have understood the terms and conditions stipulated, in the RFP Document issued by NDMC, and in any subsequent communication, and reply to any other queries concerning the project sent by NDMC. We agree and undertake to abide by all these terms and conditions.
- (b) The information submitted with respect to our qualification criteria is complete, is strictly as per the requirements stipulated in the RFP, and is correct to the best of my/our knowledge, understanding and belief. I/we would be solely responsible for any errors or omissions in our bid. I/we certify that we meet and shall adhere to meet continued eligibility criteria under all circumstances and agree to our disqualification if found non-complying with the same.
- (c) I/we acknowledge the right of NDMC to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- (d) That I/we have not been barred by the [ Central/State Government, or any entity controlled by them], from participating in any project (BOT or otherwise), and that no bar subsists as on the date of Application.
- (e) That I/we, in the last three years, have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral judicial authority or a judicial pronouncement or



arbitration award against the bidder, nor have I/we been expelled from any project or contract nor has had any contract terminated for my/our breach.

(f) I/we do not have any outstanding dues against NDMC (clarification required in case of disputed amount)

(g) As required by the Terms and Conditions of the RFP document, I/we send herewith the Bank Guarantee as Bid Security for Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_)

only) issued by (name of Indian Nationalized/Scheduled Bank and Branch) dated \_\_\_\_\_.

For and on

behalf of:

Signature :

(Authorized Representative and  
Signatory)\* Name of the person :

Designation :

(\* enclose authorization letter)

Enclosures : Bid & other information as per RFP



**Annexure-XII****List of documents to be submitted alongwith Technical Bid :-**

Sl. No	Particulars	To be filled in by the bidder
1.	Details of Bid Security deposit	
	Amount	
	Guarantee Bank / Draft No. and Date and issuing Bank	
2.	List of self-attested copies of latest	
	i) Audited accounts	
	ii) IT Returns filed and	
	iii) IT clearance Certificate	
3.	List of self-attested copies of	
	i) ESIC Registration with Code No.	
	ii) EPF Registration No.	
	iii) PAN/TAN Card No.	
	iv) ISO 9001 & 14000 certificate	
	v) Service Tax Registration No.	
4.	The solvency certificate of Rs 80.0 lacs certified by the bankers	
5.	The proof regarding turnover has to be submitted by the Bidder regarding the average annual turnover of Rs. 250 lacs per annum for the preceding last three years and net worth of Rs. 150 lacs in the financial year 2014-15.	
6	Part-B 'Service level of various Services'duly signed by bidder	
7	Annexure-II 'Minimum equipments, tools & tackles to be deployed' duly signed by the bidder	
8	Annexure-III 'Details of Qualification & experience of Minimum personnel to be deployed' duly signed by the bidder	
9	Annexure-IV Penalties duly signed by the bidder	
10	Annexure-V Inventory details of service corridor duly signed by bidder	



11	Deployment Plan as per Annexure-VI.  A 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	
12	Bidder Proposed Action Plan as per Annexure-	
13	workers Self Appriaisal or Self Competency Statement by the bidder as per Annexure-VIII	
14	VII Anti Collusion Certificate as per Annexure-IX	
15	Undertaking that the company should abide with General Terms and conditions of this office shall give a demonstration. A notarized affidavit on a stamp paper of appropriate value to the effect that they have not been blacklisted or their business dealings with the Government Ministries / Departments have not been banned.	
16	Pre Contract Integrity Agreement	
17	List of three expertise agencies for which bidder wish to do MoU for any one of the services out of (i)Housekeeping Services (ii) Security Services (iii) O&M of Electro mechanical equipments. Documents supporting minimum experience of 5 years in the field for which MoU is made with the expertise agency.	
17	Any other documents required for bid submission as per RFP document	





**PRE-CONTRACT INTEGRITY AGREEMENT /EE (CP) Division/2017-18**

The pre-contact Agreement is made on this ..... day of MONTH 2017.

**BETWEEN**

New Delhi Municipal Council represented through **Executive Engineer (CP), Room No.1611, Sixteen Floor, Palika Kendra, New Delhi-110001** (Hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**AND**

..... (Hereinafter referred to as the "**Tenderder /Contractor**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**Whereas** the Principal/Owner proposes to procure (Name of work the Store/Equipment/Item) through the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) is willing to offer / has offered the same.

**Whereas** the Bidder(s)/Contractor(s) is a private company/public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Principal/Owner is the municipal government of New Delhi established as per NDMC act 1994 performing its functions on behalf of the Council.

**Now, therefore,**

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the Principal/Owner to procure the desired said work/ Services/ Stores / Equipments at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption during tendering, execution & public procurement,

**And**

Enabling Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Principal/Owner will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties here to hereby agree to enter into this Integrity Pact and agree as follows:

**Commitments of the Principal/Owner**

1.1 The Principal/Owner undertakes that no official of the Principal/Owner, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder(s)/Contractor(s), either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The Principal/Owner will, during the pre-contract stage, treat all Bidder(s)/Contractor(s) alike, and will provide to all Bidder(s)/Contractor(s) the same



information and will not provide and such information to any particular Bidder(s)/Contractor(s) which could afford an advantage to that particular Bidder(s)/Contractor(s) in comparison to other Bidder(s)/Contractor(s).

- 1.3 All the officials of the Principal/Owner will report to the CVO, NDMC any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the Bidder(s)/Contractor(s) to the CVO, NDMC with full and verifiable facts and the same is prima facie found to be correct by the NDMC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the NDMC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the NDMC the proceedings under the contract would not be stalled.

#### **Commitments of Bidder(s)/Contractor(s)**

3. The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
  - 3.1 The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal/Owner, connected directly or indirectly with the bidding process, or to any person, organization or third part related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2 The Bidder(s)/Contractor(s) further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees brokerage or inducement to any official of the Principal/Owner or otherwise in executing the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the New Delhi Municipal Council for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the New Delhi Municipal Council.
  - 3.3 Bidder(s)/Contractor(s) shall disclose the name and address of agents/Brokers/representatives/ Intermediaries and Indian Bidder(s)/Contractor(s) shall disclose their foreign Principals or associates at the time of bidding.
  - 3.4 Bidder(s)/Contractor(s) shall disclose the payments to be made by them to such agents/brokers/representatives/ intermediaries, in connection with this bid/contract at the time of bidding.
  - 3.5 Deleted.
  - 3.6 The Bidder(s)/Contractor(s), either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in Connection with the contract and the details of services agreed upon for such payments. A copy of contract so made with agents /brokers/intermediaries shall be submitted.



- 3.7 The Bidder(s)/Contractor(s) will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. Bidder shall remain responsible to maintain safety & confidentiality of his bid documents during bid process.
- 3.8 The Bidder(s)/Contractor(s) will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.
- 3.9 The Bidder(s)/Contractor(s) shall not use improperly, for purposed of competition or personal gain, or pass on to others, any information provided by the Principal/Owner as part business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder(s)/Contractor(s) also under takes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts, either to principal/owner or to IEMs so appointed by NDMC.
- 3.11 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the Bidder(s)/Contractor(s) or any employee of the Bidder(s)/Contractor(s) or any person acting on behalf of the Bidder(s)/Contractor(s), either directly or indirectly, is a relative of any of the officers of the Principal/Owner, or alternatively, if any relative of an officer of the Principal/Owner has financial interest/ stake in the Bidder(s)/Contractor(s) firm, the same shall be disclosed by the Bidder(s)/Contractor(s) at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The Bidder(s)/Contractor(s) shall not lend to or borrow any money form or enter into any monetary dealings or transaction, directly or indirectly, with any employee of the Principal/Owner.

#### **4. Previous Transgression**

- 4.1 The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last Five years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged here under or with any Public Sector Enterprise in India or New Delhi Municipal Council that could justify Bidder(s)/Contractor(s) exclusion from the tender process.
- 4.2 The Bidder(s)/Contractor(s) agrees that if it makes incorrect statement on this subject, Bidder(s)/Contractor(s) can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Deleted.**

#### **6. Sanctions for Violations**

- 6.1 Any breach of the aforesaid provisions by the Bidder(s)/Contractor(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Contractor(s) shall entitle the Principal/Owner to take all or any one of the following actions, wherever required:-
  - (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder(s)/Contractor(s). However, the proceedings with the other Bidder(s)/Contractor(s) would continue.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond / Gurantee (after the contract is signed) shall stand forfeited and the Principal/Owner shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder(s)/Contractor(s).



- (iv) To recover all sums already paid by the Principal/Owner, and in case of an Indian Bidder(s)/Contractor(s) with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder(s)/Contractor(s) from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder(s)/Contractor(s) from the Principal/Owner in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder(s)/Contractor(s), in order to recover the payments, already made by the Principal/Owner, along with interest.
- (vi) To cancel all or any other contracts with the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) shall be liable to pay compensation for any loss or damage to the Principal/Owner resulting from such cancellation/ rescission and the Principal/Owner shall be entitled to deduct the amount so payable from the money(s) due to the Bidder(s)/Contractor(s).
- (vii) To debar the Bidder(s)/Contractor(s) from participation in future bidding processes of the New Delhi Municipal Council for a period ranging from six months to maximum five years. However if the bidder takes corrective measures against transgressions, subject to satisfaction of Principal/Owner & IEMs, the period of debar can be reviewed.
- (viii) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In case where irrevocable Letter of Credit has been received in respect of any contract signed by the Principal/Owner with the Bidder(s)/Contractor(s), the same shall not be opened.
- (x) Forfeiture of Performance Bond/Guarantee in case of a decision by the Principal/Owner to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Principal/Owner will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Bidder(s)/Contractor(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Contractor(s), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the Principal/Owner to the effect that a breach of the provisions of this Pact has been committed by the Bidder(s)/Contractor(s) shall be final and conclusive on the Bidder(s)/Contractor(s). However, the Bidder(s)/Contractor(s) can approach the Independent Monitor(s) appointed for the purposes of this Pact. IEMs shall examine the transgression and its severity and submit the report to Chairman, NDMC for further action after providing an opportunity and hearing to the affected parties.

#### **7. Fall Clause : Deleted**

#### **8. Independent External Monitors**

- 8.1 The Principal/Owner has appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission whose names and email IDs have been given in the NIT.
- 8.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.3 The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings



- 8.5 As soon as the IEMs notices, or have reasons to believe a violation of this Pact, they shall so inform to Chairman, NDMC.
- 8.6 The Bidder(s)/Contractor(s) accepts that the IEMs have the right to access without restriction to all Project documentation of the Principal/Owner including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The IEMs shall be under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) confidentiality.
- 8.7 The Principal/Owner will provide to the IEMs sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relations between the parties. The parties will offer to the IEMs the option to participate in such meetings
- 8.8 The IEMs will submit a written report to the Chairman, NDMC within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Owner/ Bidder(s)/Contractor(s) and, should the occasion arise, submit proposals for correcting problematic situation. However an opportunity of hearing shall be provided by the IEMs to the buyers /bidders before submitting their written report.

#### **9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this pact or payment of commission, the Principal/Owner or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination

#### **10. Law and Place of Jurisdiction**

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Principal/Owner.

#### **11. Other Legal Actions**

The action stipulated in this Integrity Pact is without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

#### **12. Validity**

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 12 months beyond the defects liability period of the contracts. In case Bidder(s)/Contractor(s) is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract by the successful bidder.
- 12.2 Should one or several provision of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

13 The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

Principal/Owner  
Name of the Officer,  
Chief Executive Officer Designation  
**New Delhi Municipal Council**

Bidder(s)/Contractor(s)





Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

\* Provisions of these clauses would need to be amended / deleted in line with the policy of the Principal/Owner in regard to involvement of Indian agents of foreign suppliers.



## DRAFT AGREEMENT

THIS AGREEMENT is entered into on this the \_\_\_\_\_ day of \_\_\_\_\_  
(Month)\_\_\_\_\_ (Year) at NEW DELHI.

BETWEEN

The New Delhi Municipal Council, a body established under The New Delhi Municipal Council Act, 1994, having its Head Office at Palika Kendra, Parliament Street, New Delhi through Executive Engineer (CP) or any other officer authorized in his/her executive capacity (hereinafter called "NDMC", which expression shall unless repugnant to the context or meaning thereof shall mean and include all successors assignee and nominees) of the one part

AND

M/s \_\_\_\_\_ Limited/Private Limited, a company having its registered office at \_\_\_\_\_ through \_\_\_\_\_

(herein after referred to as the "AGENCY" which expression shall unless repugnant to the context or meaning thereof shall mean and include all its successors, assignees, executors and administrators etc) of the other part.

## PREAMBLE

### WHEREAS

- A. NDMC intends to offer **Operation and Maintenance of Service Corridor in Middle Circle of Connaught Place, New Delhi** and herein after referred to as "the Project".
- B. In response to the invitation of RFP, NDMC received sealed proposals from the bidders including the AGENCY (as hereinafter defined) for the Project;
- C. NDMC, after evaluating the aforesaid invitation of RFP, accepted the proposal for **Operation and Maintenance of Service Corridor in Middle Circle of Connaught Place, New Delhi** submitted by the AGENCY and issued the Letter of Award dated \_\_\_\_\_ (LOA) to the AGENCY; The AGENCY accepted the LOA vide its letter of acceptance dated \_\_\_\_\_.
- D. In accordance with the requirements of the said proposal/bids submitted by the Agency, NDMC has agreed to award the contract (as hereinafter defined) for the agreement period of Five Years and at the end of the agreement Period to handover back the Project site to NDMC, on the terms, conditions and covenants hereinafter set forth in this Agreement.





E. The AGENCY hereby accepts the CONTRACT granted and undertakes to implement the Project in terms of the Agreement.

NOW THEREFORE in lieu of the mutual promises and considerations set out herein, NDMC and the AGENCY (each individually a "Party" and collectively "Parties" hereto) hereby agree to be bounded by the provisions of this Agreement.

AGENCY

on behalf of NDMC

M/s \_\_\_\_\_  
Division

EE (CP)





**ARTICLE 1 : DEFINITIONS AND INTERPRETATION**

**1. Definitions**

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meanings hereinafter respectively assigned to them:

**"Accounting Year"** means the financial year commencing from 1st April of any calendar year and ending on 31st March of the next calendar year.

**"Agreement"** means this Agreement including hereto, and any amendments thereto made in accordance with the provisions of this Agreement.

**"Applicable Permits"** means all clearances, permits, authorizations, consents and approvals under or pursuant to Applicable Laws, required to be obtained and maintained by the AGENCY, in order to implement the Project and to provide the Project Facility in accordance with this Agreement.

**"Arbitration Act"** means the Arbitration and Conciliation Act, 1996 and shall include any modifications to or any re-enactment thereof as in force from time to time.

**"Commencement Date"** means, the date of signing of this agreement. The Project Site shall be handed over to the Agency **within one week** from the date of signing of agreement with additional 10(Ten) days time as mobilisation period.

**"Agreement Period"** : The Contract hereby granted is for a period of 05(Five) years from the date of the signing of the agreement.

**"Completion Certificate"** means the completion certificate issued by the Engineer-in-Charge / NDMC for the project after completion of agreement period or as decided by the NDMC.

**"AGENCY"** means the successful bidder M/s \_\_\_\_\_ and shall include its successor and permitted assigns expressly approved by NDMC.

**"Dispute Resolution Procedure"** means the procedure for resolution of Disputes set in Article 15.

**"Drawings"** means all of the drawings and related documents pertaining to the Project.

**"Material Adverse Effect"** means material adverse effect on (a) the ability of the AGENCY to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement.





**"Material Breach"** means a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure.

**"NDMC"** means New Delhi Municipal Council, a body established under The New Delhi Municipal Council Act, 1994, having its Head Office at Palika Kendra, Parliament Street, New Delhi through Executive Engineer (CP) or any other officer authorized in his/her executive capacity.

**"O&M"** means the House Keeping, Upkeeping Services, Security services as well as Operation & Maintenance services at the Service Corridor in Middle Circle of Connaught Place and its premises during the Agreement period for the Operations including but not limited to functions of maintenance and operation, performance of other services incidental thereto as per scope of work defined in clause 4

**"Parties"** means the parties to this Agreement collectively and "Party" shall mean either of the Parties to this Agreement individually.

**"Performance Security"** means the security in the form of a Bank Guarantee deposited by the Agency towards the Operation & Maintenance of this Project as defined in **Article 5.2**.

**"Project Site"** mean the Service Corridor including Transformers Rooms with substations, Control Room & Battery Room in Palika parking, DG Set Room & all access Entry/Exit staircases including its connected Service trenches, garland trenches crossing outer circle around A,B,C,D,E,F blocks of inner circle and G,H,K,L,M & N Blocks of outer circle Connaught Place. on which the Project is to be implemented in accordance with this Agreement.

**"Specifications and Standards for Maintenance of Project"** means the Service level, specifications and performance standards relating to the quality, capacity and other requirements for the Project as set forth in agreement and in technical bid and any modifications thereof, submitted by the Agency to, and expressly approved by NDMC.

**"Termination"** means termination of this Agreement and the Contract hereunder pursuant to a Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include the expiry of this Agreement/Contract due to expiry to the Agreement Period in the normal course.

**"Termination Date"** means the date on which the Termination occurs which shall be the date defined in Termination Notice delivered or deemed to have been delivered by a Party issuing the same to the other Party in accordance with the provisions of this Agreement.



"Termination Notice" means a communication in writing by a Party to the other Party regarding Termination in accordance with the applicable provisions of this Agreement.

## 1.2 INTERPRETATION

In this Agreement, unless the context otherwise requires,

- (a) any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder;
- (b) references to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or byelaws which have the force of law in any State or Union Territory forming part of the Union of India;
- (c) the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organisations or other entities (whether or not having a separate legal entity);
- (d) the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- (e) the words "include" and "including" are to be construed without limitation;
- (f) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- (g) any reference to day shall mean a reference to a calendar day;
- (h) any reference to month shall mean a reference to a calendar month;
- (i) the Schedules, LOI, LOA, Bid submitted by Agency, Prebid minutes of meeting and RFP to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- (j) any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- (k) references to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;
- (l) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or the Engineer-in-Charge shall be valid and effectual only if it is in



writing under the hands of duly authorised representative of such Party or the Engineer-in-Charge, as the case may be, in this behalf and not otherwise;

- (m) unless otherwise stated, any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates.

### 1.3 PRINCIPLES OF INTERPRETATION

- a) Words importing Persons or Parties shall include firms, companies, corporations, trusts, associations and any organizations having legal capacity to sue and be sued in their names.
- b) Words importing the singular also include the plural and vice-versa where the context requires.
- c) Words importing one gender also include other gender.
- d) Any word not specifically defined in this agreement shall have the same meaning as is given in the standard Oxford Dictionary, with reference to the context in which it is used.

### 1.4 PRIORITY OF DOCUMENTS

The documents referred to in this Agreement and forming part thereof are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, NDMC shall issue any necessary clarification or instruction to the Agency, and the priority of the documents shall be as follows: -

- a) The Agreement and letter of award and letter of intent.
- b) The written Clarifications of the pre-bid meeting.
- c) The bid submitted by the Agency.
- d) RFP Document issued by NDMC.

## 2. AGREEMENT

### 2.1 GRANT OF CONTRACT:

Subject to and in accordance with the terms and conditions set forth in this Agreement, NDMC hereby grants and authorizes the Agency for '**Operation and Maintenance of Service Corridor in Middle Circle of Connaught Place, New Delhi**' in Service Corridor & its premises within the scope of this agreement.

### 2.2 ACCEPTANCE OF THE AGREEMENT:

The Agency hereby accepts the agreement and agrees and undertakes to perform/discharge all of its obligations in accordance with the terms and conditions set forth in this Agreement.

## 3. PROJECT SITE & FRAMEWORK

The New Delhi Municipal Council (NDMC) has finalized to outsource the House keeping, Upkeep services & Security Services as well as O&M services of the service corridor in Middle circle of Connaught Place and its premises for the period of 05 years as per terms &



conditions, Service Levels, performance standard and guidelines given in this RFP document.

### 3.1 PROJECT SITE

- a) NDMC hereby undertakes to handover to the Agency physical possession of the Project Site free from encumbrance within one week from the date of signing of this Agreement with the necessary rights of way/way leaves for the purpose of operation and maintenance of the project in accordance with this Agreement.

**a) Probable area for which Services are to be out sourced:**

The area to be covered under House Keeping, Upkeep services & Security Services and O&M services in the "Service Corridor in Middle Circle of Connaught Place" premises is tentatively mentioned hereunder:-

The Service Corridor in Middle Circle, Connaught Place includes complete the Service Corridor including Transformers Rooms with substations ,Control Room & Battery Room in Palika parking, DG Set Room & all access Entry/Exit staircases including its connected Service trenches, garland trenches crossing outer circle around A,B,C,D,E,F blocks of inner circle and G,H,K,L,M & N Blocks of outer circle Connaught Place.

**Tentative area of Service Corridor:**

- i. 1.20 km approximate length of service corridor
- ii. Transformers Rooms with substations.
- iii. Control Room & Battery Room in Palika parking.
- iv. D.G. Set Room
- v. 31 Access Entry/Exit staircases
- vi. Connecting service trenches and Garland trenches

Sl. No	Service Area	Area (sqm)(Approx.)
1	Service Corridor (Area of Bottom Surface )	8058
2	Service Corridor Wall	16970
3	Transformer Rooms including Substations & Airwasher Bays Wall	9638
4	Transformer Rooms including Substations & Airwasher Bays (Area of Bottom Surface )	4491
5	Control Room & Battery Room in Palika Parking	232
6	Granite in staircase/flooring etc.	2710

- b) NDMC confirms that upon the Project Site being handed over pursuant to the preceding Sub-Clause (a), the AGENCY shall have the right to enter upon,



occupy and use the Project Site specifically for operation & maintenance of Service Corridor purpose and with prior approval of NDMC to make at its costs, charges and expenses improvements in the Project Site as may be necessary or appropriate to operate & maintain the Project in accordance with the provisions of this Agreement.

- 3.2 The title of interest, ownership and rights with regard to Project being maintained by the Agency for NDMC along with electromechanical equipments, fixtures/fittings, Inventories provided therein and the land allotted by the NDMC under the agreement shall vest with the NDMC except that the Project will be operated and maintained by the AGENCY during the Agreement period as per the agreement. After the end of the Agreement Period, the Project site will be handed over to NDMC in good working condition as per satisfaction of Engineer-in-Charge.

3.3 **PEACEFUL POSSESSION**

NDMC warrants that:

- a) The Project Site having been acquired through the due process of law belongs to and vested in NDMC, and that NDMC shall have full powers to hold, dispose of and deal with the same consistent, inter-alia, with the provisions of this Agreement;
- b) The Agency shall have no obligation/liability as to payment of any compensation whatsoever to whomsoever the Project Site or any part thereof had been acquired from and that the same shall be the sole responsibility of NDMC; and
- c) The Agency shall, subject to complying with the terms and conditions of this Agreement remain in peaceful possession and enjoyment of the Project Site during the Agreement Period. In the event the Agency is obstructed by any Person/Company claiming any right, title or interest in or over the Project Site or any part thereof NDMC shall, if called upon by the Agency, defend the Agency against such claims and proceedings and also keep the Agency indemnified against any direct or consequential loss or damages which the Agency may suffer, on account of any such right, title, interest or charge.

3.4 **RIGHTS AND TITLE OVER THE PROJECT SITE:**

- a) The Agency shall have exclusive rights to the use of the Project Site in accordance with the provisions of this Agreement.
- b) The AGENCY shall allow access to, and use of the Project Site/Project Facility for the authorities/agencies for purposes as NDMC may specify. The NDMC staff, officers and other personnel require to use the premises of works related to NDMC shall be allowed. However, Agency shall maintain record of each person entering and exiting the Service Corridor and its premises. The entry shall only be allowed by issuing pass to persons after authentication of identity. The passes shall be collected at exit of person from service corridor or its premises.





- c) The Agency shall not part with or create any Encumbrance on the whole or any part of the Project Site save and except as set forth and permitted under this Agreement provided however that nothing contained in this agreement shall be construed or interpreted as restriction on the right of the Agency for the performance of its obligations hereunder including for operation and maintenance of all or any part of the Project/Project Facility.

### **3.5 INVENTORY OF INSTALLATIONS & EQUIPMENTS**

- a) The Inventories of structure, various installations in service corridor, Drainage works and pumps, Internal Electrical installations (IEI), CCTV system, ACS system & PA system, DG sets, Air Ventilation system, Control room etc. in the Service Corridor in Middle Circle and its premises, Connaught Place related to work is mentioned along at Annexure-D in this agreement.
- b) The inventories as listed out as mentioned at above Para are purely tentative, and variation is likely to be there, nothing extra shall be paid. The Final inventory shall be agreed upon with mutual consent of both parties for carrying out of O&M of Service corridor.

## **4. SCOPE OF WORK**

### **4.1 OPERATION AND MAINTENANCE OF PROJECT SITE**

- a) The scope include utilities running through the Service Corridor including Transformers Rooms with substations ,Control Room & Battery Room in Palika parking, DG Set Room & all access Entry/Exit staircases. The project would include the following major activities; but not limited to the specified ones:
- i) House Keeping of the Service Corridor/Tunnel, Control Room, D G Set Room, Battery Room at Palika Parking, Transformer Rooms and all Access Entry / Exit Staircases.
  - ii) Housekeeping services including pest control services and Security services of Service Corridor and in connecting trenches.
  - iii) Security Services for aforesaid items.
  - iv) O&M of Security Access Control System
  - v) O&M of CCTV & PA system at Control Rooms.
  - vi) O&M of Drainage works in Service Corridor including regular drilling of pumps installed in corridor and Puchkuian Road pump house and other required arrangements in monsoon season with standby pumps etc.
  - vii) O&M of IEI (Internal Electrical Installation) i.e. Indoor Lighting System with allied works and O&M of DG sets for Service Corridor.
  - viii) O&M of Mechanical Air Ventilation system i.e. Air-washer, Axial fan and Jet Fan with allied control panel and Accessories including Air conditioners installed in Control room and Battery room at Palika Parking.
- b) The Service Corridor & its premises within the scope of this agreement shall be operated and maintained with regard to above mentioned services during the Agreement period by the Agency.





- c) The Project Site shall be handed over to the Agency **within one week** from the date of signing of agreement. The Operation & Maintenance of the Project shall be implemented for a period of **Five years** from the date of signing of agreement within which the AGENCY is expected to satisfactorily undertake the Operation & Maintenance as per the requirements in accordance with specifications, Service levels and performance standards specified / defined in this agreement.

#### **4.4 REQUIREMENT OF OPERATION AND MAINTENANCE**

The reference requirements for better operation, cleaning and maintenance of Service Corridor are given in the **Annexure A** herewith, especially for item wise cleaning schedule, Operation& Maintenance frequency of cleaning, tests, checks & other service level parameters.

(a) **Deployment of O&M Team**

- i. The Agency shall deploy staff, technical and administrative employees for the proper execution of the contract as per the 'Deployment Plan' submitted along with the technical bid to execute day-to-day scheduled operation and maintenance under House Keeping, O&M Service, security etc. according to terms and conditions of this agreement. In case of absence of the staff from the duty, firm has to make alternate arrangement failing which recovery shall be made as per Penalty clause defined in this agreement.
- ii. The bidder should have its own trained manpower on their rolls required for operation and maintenance. 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.
- iii. The staff shall maintain discipline and conform to office etiquette. NDMC may at any time instruct to remove undesirable staff of the Service provider at their sole discretion. The NDMC can also verify the qualification of the deputed staff. No child labour will be permitted

(b) **Action Plan:**

The Agency shall carry out day-to-day House Keeping Services, security services and O&M Services at the Service Corridor in Middle Circle of Connaught Place and its premises within the scope of work as per the Action Plan submitted by the Agency in the bid with prior approval of NDMC and satisfaction of Engineer-in-Charge.

(c) **Minimum Equipments, Tools & Tackles**

The agency shall maintain minimum of equipments tools & tackles as mentioned in Annexure-B. The agency must arrange any other equipments or tools required to execute Operation & maintenance services along with housekeeping & security services of Service Corridor in middle circle of Connaught Place, New Delhi as per scope of work in accordance with



Service levels , specifications & performance standards specified/defined in this agreement.

## **5. AGENCY'S OBLIGATIONS**

### **5.1 OBLIGATIONS OF THE AGENCY**

In addition to and not in derogation or substitution of any of the obligations set out elsewhere in this Agreement including the Schedules, the Agency agrees and undertakes as under:

The AGENCY shall at its own cost and expense:

- a) Operate & Maintain the Service Corridor & its premises as per scope of work as per provisions in this agreement or amendments thereto, good industry practices and applicable laws.
- b) Ensure that services of Electric Supply, water supply, sewerage lines, drainage, Communications cables, fire fighting system, Irrigation system, ventilation system etc. in the Service Corridor & its premises and inclusive areas are not damaged.
- c) make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of the Agency's obligations under this Agreement and shall be solely responsible for compliance with all labour laws and shall be solely liable for all possible claims from any third party and employment related liabilities of its staff employed in relation with the Project and hereby indemnifies NDMC against any claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall NDMC be treated as employer in this regard;
- d) neither place or create, nor permit any other person claiming through or under the AGENCY to create or place any Encumbrance over all or any part of the Project Assets, or on any rights of the AGENCY therein, save and except as expressly set forth in this Agreement;
- e) be responsible for safety, soundness and durability of the Project Facility including all structures & Electromechanical equipments installed forming part thereof and their compliance with the Specifications and Standards;
- f) ensure that the Project Site remains free from all encroachments and take all steps necessary to remove encroachments, if any;
- g) operate and maintain the Project at all times during the Operations Period in conformity with this Agreement including but not limited to the Specifications and Standards, the Maintenance Programme and Good Industry Practice;
- h) Ensure that Project Site and facilities created are not defaced by any kind of writings/posters.





- i) 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
- j) The Agency shall be responsible for all damages or losses to NDMC property due to activities under the contract and shall be liable to make good any such loss or damage excepting those due to normal wear and tear. Agency will also be responsible for safety of fittings and fixture inside the service corridor and also the rooms/areas/facilities provided by NDMC to the Agency. In case of loss due damage to the assets considered in the Project, the Agency shall be responsible for making good the same immediately at its own cost and shall continue to keep the Services operational and available, at all times, within the Agreement Period. The NDMC may take action as deemed appropriate for such default. if the loss so incurred is not made good by the Agency at his own cost, the same shall be recovered from the bills of the Agency.
- k) In case of any theft in service Corridor & its premises, twice the cost of material stolen as per report made by NDMC officials shall be recovered from the Agency. In this case the decision of NDMC shall be binding to the agency.
- l) Hand over back the Project in perfect working condition, to NDMC, at the end of the Agreement period.
- m) The Agency shall, before the commencement date, submit proof of registration with the Labour Commissioner under section 7 of the contract Labour (Regulations & Abolition) Act, 1970.
- n) The Agency is required to get all the employees verified from the Police department before deploying on duty.
- o) The Agency will issue photo identity card cum entry pass to its personnel to be deputed for discharging O&M services and no personal would be allowed to enter in or/and stay in Service Corridor in Connaught Place without such valid photo identity card cum pass.
- p) The personnel of Agency to depute for the service under this AGREEMENT will be provided uniform with nameplates by the Agency itself. All the personnel would be putting badges with name plates while on duty.
- q) Agency shall be solely responsible to arrange necessary insurance coverage for his employees at his own cost. NDMC, shall not be responsible for any injury, loss of life, damage or any disability caused to be personnel of the Agency, in case of any accident. NDMC shall not be liable for any claim on account of loss of life of any personnel engaged by the Agency for providing services under the contract.





- r) The Agency shall be fully responsible to comply with and for fulfilling requirements of all statutory provisions of labour law and other Central/State. Local laws, Bye laws including Municipal bye laws, relating to the job contract including their hygienic standards etc and would obtain all necessary licenses/permits, if required, from the appropriate authority.
- s) Liaison with all the statutory and public authority payment of all dues and taxes etc. payable to the concerned. Keeping all the NOC's and necessary permits duly validated at all times and initiating prompt action for renewal of the same. All expenses to be incurred for such purposes shall be borne by the Agency.
- t) Devise and implement the waste from the premises. The Agency is suggested to follow the local regulation for waste Management including the Environment guidelines of the local authorities.
- u) The Agency will be required to coordinate for Maintenance Services with the Original Equipment Manufacturer (OEM). No extra cost shall be payable for such efforts.

## **5.2 PERFORMANCE SECURITY**

The Agency shall for due and punctual performance of obligations hereunder in relation to the "O&M 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.

- (a) The amount of bid security deposited by the Agency with its technical bid would be adjusted against the performance guarantee amount.
- (b) If performance Security amount is deposited in the form of Bank-Guarantee for the entire required amount, then Bid Security amount would be returned to the bidder without interest.
- (c) Bid Security amount of unsuccessful bidders will also be returned without interest.
- (d) In addition to performance Security, security deposit @ 2.5% shall be deducted from each bill raised by the Agency.

## **5.3. INSURANCE**

**Insurance under workmen's Compensation Act and other liabilities:**





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.

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.

#### **5.4 PAYMENT TERMS:**

- (a) 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 is paid. Penalties if any will also be recovered from the bill before payment.

#### **b) TERMS OF PAYMENT**

- i) Payment of this services rendered during the month will be made on monthly basis on submission of the bills. The following documents are required for making payment by NDMC:
- Invoices in triplicate in the name of Executive Engineer (CP), NDMC.
  - Copies of challan for the deposits made under the EPF/EPF & ESI scheme of the month as a proof having made deposit for the persons employed by the Agency against contract.
- ii) No advance payment will be made.
- iii) No payments shall become due and payable to the Agency until the two parties sign contract and Agency furnishes to the company, performance guarantee. The company shall take expeditious action regarding the issue of the form of agreement to the Agency. The company and the Agency shall take expeditious action of sign the agreement within 30 days thereof.
- iv) The bills should be duly supported by a copy of requisition given by user department under a covering letter addressed to the Executive Engineer (CP) NDMC for the work/services rendered during the month completed along with all the required supporting documents and the details of the said work for certification of the said invoice(s) by him or his authorized representative.



- v) The department shall remit to the Agency the undisputed amount of each invoice by the company for the services rendered (if so approved/certified by the company) pertaining to the scope of work as stipulated at the time of award of contract. Applicable tax deductions will also be made as per rules prevailing. In addition to the above, any other mandatory tax and liquidated damage or non-performance deductions as per contract, if any, will also be deducted.

## **5.5 SUB-LETTING OF THE SERVICES**

- 3.1 MoU is allowed with an expertise agency for any one of the services out of (i) Housekeeping Services (ii) Security Services (iii) O&M of Electro mechanical equipments. The bidder shall submit minimum for three expertise agencies along with technical bid and NDMC shall have the right to choose the agency from which it wants to get the services. Decision of NDMC shall be deemed final and acceptable to the agency in this regard. The agency with which bidder wishes to do MOU must have minimum experience of five years in its field.

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 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.

## **5.6 STATUTORY OBLIGATIONS**

- a) The Agency shall comply with all labour legislations etc. applicable to its employees including but not limited to payment of minimum wages, ESI, PF payment of bonus, workmen's compensation and terminal benefits as may be payable or become payable under any applicable laws, NDMC shall not, in anyway be responsible in this regard either in part or in full. The Agency shall also pay to its employees nothing less than the minimum wages as may be notified by the appropriate Government authority from time to time.
- b) If competent authority increases the minimum wages during the period of this Agreement being in force, the Agency will pay revised minimum wages to its workers/employee from the date on which such revision comes into force. Financial liabilities for enhanced payment on upward revision of minimum wages, it to be borne by the Agency itself.
- c) The Agency shall issue letters of appointment indicating period of contract and nature of contract and nature of engagement to its employees. It shall also maintain full and complete attendance records and all other registers under various labour laws in force and applicable. Any key employee of the Agency posted at site should be substituted, if required with prior intimation of NDMC and with suitable substitute only upto satisfaction of NDMC.
- d) 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.

- e) It is appears to the NDMC that the Agency has not made payment in respect of wages, EPF of ESI contributions, the NDMC shall have the right to deduct from the amounts payable to successful bidder an amount equal to the wages, EPF and /o ESI contributions payable to Agency. In addition to it a penalty of minimum amount of Rs. 2000/- per incidence would also be imposed from the Agency for such a default. The NDMC would be competent to impose such penalty.
- f) The Agency shall be responsible for implementation of provisions of all statutory requirements relation to license under the contract labour (Regulation and abolition) Act 1970 and upto date amended, the Agency shall comply with the provision of the payment of wages Act 1936 Minimum wages Act, 1948 Employees provident fund & Miscellaneous provisions Act, 1952, ESI Act 1948 Employer's liability Act 1938 workmen's Compensation Act 1923, industrial Dispute Act 1947 maternity Benefit Act 1961 and contract labour (Regulation and abolition Act) 1070 or any modification thereof or any other laws relating thereto and rules made there under from time to time and shall also comply with all the requirements under said act the rules framed there under.
- g) Ignorance of law would not be an excuse for non-compliance.
- h) The Agency shall allow the NDMC officials to verify its books so far as they relate to compliance with the enactments and provide on demand by the NDMC, such documentary proofs as may be required by the NDMC. It shall be the responsibility of the Agency to pay its employees for their services, at all times and comply with the requirements related to income tax and other statutory laws if any, as applicable.
- i) While submitting bill for particular months, the Agency will also submit the details of EPF/EPF/EPS, insurance amount deposited for the previous month along with copies of challan and list.
- j) If non-compliance of labour laws in force is found on behalf of the Agency the O&M may be terminated without prior information and without any liability or compensation to the Agency. In the NDMC would be free to get the services from another source on the risk and cost of the Agency.
- k) The Agency will have ensure that no worker/employee deputed on the services under this AGREEMENT is below the ages of 18 years it any worker/employee is found to be below the age of 18 yeas the Agency will be held responsible for it.



- l) The NDMC will not be responsible for any accident with any personnel of the Agency while on work. The Agency itself would be responsible for such accident. The Agency is advised to have its personnel insured under suitable insurance schemes, on its own cost.
- m) A list of personal engaged or to be engaged by the Agency for the service under this AGREEMENT will be provided by the Agency the NDMC along with their residential address and other details to enable the NDMC to get their credentials verified through the police department.
- n) Any type of statutory taxes applicable on services under this AGREEMENT process (either in force at present or may be applicable in future by a competent order/notification) will be borne by the Agency and the NDMC would make no extra payment on account of it.
- o) Obligation for payment of service –Tax to Central Government with necessary registration with concerned govt. author would be the pre-condition before signing the agreement.
- p) It is clarified that Agency's personnel engaged for the services under this AGREEMENT will be employees of the Agency and there will be no relation between the Agency personal and the NDMC this point has to be clarified by the Agency to its personnel, and the NDMC this point has to be clarified by the Agency to its personnel.

#### **5.7 PAYMENT TO WORKERS & OTHER LIABILITIES:**

- a) The workers employed by the Agency for executing various jobs under the contract shall be the employees of a Agency only, for all intent and purposes, This shall not create nor shall it be deemed to create any employer-employees relationship between NDMC, and any such worker (S) of the Agency who shall be deployed for carrying out jobs of the contract.
- b) The Agency shall pay to its workers, employed for the contract, the wages prescribed by the Government notifications as amended from time to time under the Minimum wages Act by 7<sup>th</sup> day of each following month. In addition, the Agency will also provide them statutory benefits such as provident Fund contribution, ESI & other statutory benefit, and the Agency shall be solely liable and accountable for full and timely payment of wages and statutory benefits to his workmen and to comply with other rules and service conditions related thereto.
- c) The Agency shall employ his own worker for the job contract and therefore shall be responsible his own worker for the job contract and therefore shall be responsible for the following payments / benefits to his worker:
  - i. All wages due to every worker shall be paid to him direct by Agency through bank or ECS or online transfer to his bank account.
  - ii. All wages shall be paid through Bank or ECS or online transfer.





- iii. It shall be duty of the Agency to ensure the disbursement of wages through bank account of labour.
- iv. Employment State Insurance Scheme (ESI) coverage of workmen hired by him for the job contract and payment of compensation etc. in case of sickness / accident of the workmen.
- v. Deduction and deposit of EPF/EPS Contribution in the respective name/account of workmen, employed by him for the job contract.
- vi. Paid leave, bonus and other statutory payments as prescribed in the present laws in force.
- vii. The Agency shall obtain from the junior Engineer or any other authorized representatives of the Engineer-in-Charge as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage cum-Muster Roll" as the case may be in the following form :-

"Certified that the amount shown in coloumn No. .... has been paid to the workman concerned through Bank account of labour on .....at....."

#### **Payment on Account of Increase in Prices/Wages due to Statutory Order(s)**

If after submission of the tender, the price of 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 tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause 5 of the general conditions of contract of CPWD without any action under clause 2 of the general conditions of contract of CPWD, 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 prices of 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 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 price of 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 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 general conditions of contract of CPWD of the contract without any action under clause 2 of the general conditions of contract of CPWD 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 wages.

The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of 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 general conditions of contract of CPWD, 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 rule or order.

#### 5.8. LABOUR LAWS:

The Agency shall obtain at his own cost, all the necessary permit (s) and license (s) etc. required under various rules/laws/acts from time to time and comply with them for carrying out jobs under the contract. The Agency shall obtain valid licenses before commencement of the work and continue to have a valid license until completion of work. NDMC shall not take any liability, whatsoever on this account. These Rules/Laws, Acts include without limitation, the following, with amendment / notification / orders issued from time:

- a) Contract Labour (Regulation & Abolition) Act 1970
- b) Industrial Dispute Act 1947
- c) The workmen Compensation Act 1923
- d) Mines, Factories or Shop & Commercial Act whichever is applicable
- e) Payment of Gratuity Act 1972
- f) Payment of bonus Act 1965
- g) EPF under the Provident Fund Act 1952
- h) Minimum Wages Act 1948
- i) ESI Act 1948
- j) Inter-state migrant workmen (Regulation of Employment and Conditions of Service) Act, 1979.
- k) All other acts, Rules & Regulations bye-laws, notification etc. applicable to such contract with rules, orders and notification made there under from time to time.

#### 5.9 MOBILIZATION TIME

- a) Lead-time of fifteen (15) days shall be given to the Agency before deputation of personnel to the site.
- b) Immediately after mobilization, the Agency will be required to setup a store in the premises, wherein critical spares shall be kept. The ownership of material in the store shall be that of Agency only. However, relevant record is to be maintained by the Agency for inspection of NDMC at any time. The Agency shall report NDMC from time to time regarding reordering level of material in the store, which shall depend upon frequency of consumption.

#### 5.10 OTHER TERMS & CONDITIONS

- a) The watch and ward of materials will be the responsibility of the Agency.
- b) The safe custody of plant & machinery shall be the responsibility of the Agency.



- c) If the Agency is requested to procure certain items/services which are not covered in scope of work on behalf of NDMC, NDMC review and written approval will be required prior to procurement or placing of order.
- d) The Agency has to maintain the record/register of staff and to be produced to JE/AE/EE as & when required.
- e) The Agency may have to deploy / shift / rotate his labourers from one location to other depending upon the requirement of job of the NDMC.
- f) The Agency will undertake to supply free of charges material required for servicing work and also spare parts which are worn out as a result of fair wear and tear for all electrical & mechanical components & genuine parts only will be used etc. as required.
- g) The rates agreed for comprehensive maintenance will be such that the dismantled material will not be returned to the department & credit for the same may be considered in their quoted rates.
- h) The maintenance activities in full as per schedules attached/as provided by OEM (pre-approval of schedules is a must).
- i) The Agency should be in a position to undertake the works which are otherwise outside the scope of work of this contract-subject to the approval of rates by competent authority of the department.

## 6.0 OBLIGATIONS OF NDMC

NDMC shall:

- i) Handover the site for Service Corridor and area & items specified within the scope to the Agency **within one week** from the date of signing of agreement. The Operation & Maintenance of the Service Corridor and area & items specified within the scope shall be implemented for a period of **Five Years** from the date of signing of agreement within which the AGENCY is expected to maintain as per the requirements in accordance with specifications, Service levels and performance standards specified/ defined in this agreement.
- ii) Handover the existing site to AGENCY on as it is where it is basis.
- iii) Grant or where appropriate provide necessary assistance as far as possible to the Agency in securing Applicable Permits, permissions and approvals required for operation & maintenance of the project. However, the Agency shall be liable to pay such fee or deposits to the concerned authorities as may be necessary.
- iv) NDMC will help the Agency in curbing of vandalism by assisting in approaching the Police for better vigilance and patrolling, since Service Corridor is a public service property. However, it is the responsibility of the AGENCY.





## **7.0 OPERATION AND MAINTENANCE**

### **7.1 OPERATION & MAINTENANCE SCHEDULE**

The operational & maintenance schedule of this agreement shall be as per **Annexure 'A'** consisting of the procedures and practices to be followed in housekeeping & upkeep services for service corridor, keeping the facility in working condition, the processes followed for operation & maintenance and for deployment of equipments/machines for Service Corridor including area and items covered in the scope of this project. Daily/ Weekly/ Monthly/ Yearly operational schedules shall be prepared and submitted by the Agency in advance in its Action Plan along with the technical bid.

### **7.2 EMPLOYMENT SCHEDULE**

This shall consist of a chart showing deployment of manpower (including skilled, Semi-skilled and unskilled labour of various categories alongwith Supervisory and managerial category) for Operation and Maintenance schedule. The minimum of manpower to be deployed shall be as **Annexure 'C'**

### **7.3 GENERAL O&M REQUIREMENTS**

- a) The AGENCY shall nominate officer(s)/ supervisor(s) ("**Agency's Representative**") who shall be responsible to interact with the NDMC. The name of such Agency's Representative shall be intimated to NDMC.
- b) The AGENCY shall comply with the service level for housekeeping, security, operation and maintenance requirements set out in Deployment Plan, Action Plan submitted with technical bid to NDMC along with the undertaking for security, operation and maintenance of the Service Corridor along with area and items taken in scope during the Agreement Period. The AGENCY shall :
  - (i) Ensure the safety of personnel deployed on the Project or part thereof;
  - (ii) Keep the Project from undue deterioration and wear and in operational condition for use;
  - (iii) Permit unimpaired performance of statutory duties and functions of any party in relation to the Project; and

#### **7.3.3 OPERATION & MAINTENANCE PROGRAMME**

The Agency shall maintain the Service Corridor & its premises and items considered in the scope to comply with requirements as per the Good Industry Practice, Applicable Laws and Applicable Permits. More specifically, the Agency shall be responsible for:





- a. Undertaking housekeeping & Upkeeping along with pest control & anti-termite treatment of the Service Corridor as per scope of work as specified in this agreement.
- b. Undertaking Operation & Maintenance of Services of Drainage works & pumps, CCTV system, Access Control System & PA system , IEI, DG sets, Mechanical Air ventilation system, Air conditioners etc as per scope of work as specified in this agreement
- c. Ensuring the safety and security of the Service Corridor and availability of consumable required to execute the work defined in scope of work as mentioned in this agreement;
- d. The repair work shall be as per CPWD specification except major or special repair work as specified in CPWD maintenance manual.
- e. Undertaking for the Operation & maintenance works in accordance with the Operation & maintenance programme submitted by the Agency under this agreement.
- f. Preventing any encroachments or any unauthorized usage of the Service Corridor or any assets of the NDMC by ensuring the deployment of personnel as required as per the directions of Engineer-in-charge.
- g. Adherence to the applicable safety standards and security of users.
- h. Any other operate & maintenance activity as may be required to operate, clean and maintain the Service Corridor in accordance with this Agreement.
- i. Proper training to be provided to the staff/ personals/ supervisory deputed in the project.
- j. The Agency shall ensure that the Service Corridor is not used for any purpose other than that for which it is allowed under this Agreement. In case the Agency is unable to enforce this Clause which is beyond the control of Agency, it will be brought to the notice of NDMC.
- k. The Agency shall abide by all the rules and regulations of Sanitation enforced by Govt. or NDMC from time to time.
- l. Operation & Maintenance Programme shall include but not be limited to the following:
  - i. Intervals and procedures for carrying out of inspection of all elements of the Project;
  - ii. Tests & checking required for preventive maintenance as defined in this agreement for O&M of services






- iii. criteria to be adopted for deciding maintenance needs;
  - iv. preventive maintenance schedule;
  - v. Operation Schedule.
  - vi. intervals at which the Agency shall carry out periodic maintenance;
  - vii. intervals for major maintenance and the scope thereof.
- m. Maintenance shall include replacement of equipments/ fixtures, consumable, which form part of the Service Corridor and items covered in the scope of this agreement.
- n. The Agency shall keep the Project site in a clean, tidy and orderly condition.
- o. The Agency shall be responsible for the maintenance of the drainages within the Project site in accordance with Good Industry Practice.

#### **7.7 MONITORING AND DURING OPERATIONS**

- a) The Agency shall undertake periodic inspection, Tests & checks in accordance with the General O&M requirements, Operation & Maintenance Schedule, the Operation & Maintenance Programme, Specifications, service level and Standards & this Agreement and shall submit reports of such inspection ("Maintenance Reports") to the NDMC.
- b) The NDMC Engineer/ EE(CP) or any representative authorized by NDMC may undertake periodic (at least once every calendar month) inspection of the Service Corridor jointly with the Agency to determine the condition of the Service Corridor including its compliance or otherwise with the Operation & Maintenance Schedule, the Operation & Maintenance Programme, Specifications, Service level and Standards & this Agreement and make out a report of such inspection (the "O&M Inspection Report") and forward it to the Agency. The O&M Inspection Report shall set forth defects and deficiencies, if any. The Agency shall within 02 (two) days of the receipt of the O&M Inspection Report remedy the defects and deficiencies with a report (O&M Inspection Compliance Report) specifying in reasonable detail the measures, if any, that have been undertaken for curing the defects or deficiencies. Such inspection or submission of O&M Inspection Compliance Report by the Agency shall not relieve or absolve the Agency of its obligations and liabilities hereunder in any manner whatsoever.

#### **7.8 HANDING OVER BACK THE PROJECT SITE TO NDMC**

- a) Upon the expiry of the Agreement by efflux of time and in the normal course, the Agency shall at the end of the Agreement Period, hand over peaceful possession of the Service corridor including areas & items taken in the scope of Project at no cost to NDMC.
- b) The handing over process shall be initiated at least 01(One) month before the actual date of expiry of the Agreement Period by carrying out a joint inspection by NDMC and Agency. NDMC shall within 10(Ten) days of such inspection prepare and furnish a list of works/jobs/additions/alterations to the
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AGENCY, if any, to be carried out to bring the Project to the prescribed level of service condition.

8. **RESPONSE AND RESOLUTION FOR PROBLEMS**

- a) The Agency shall attend and rectify any maintenance issue in problems within the time limit set in Agreement to avoid the penalty imposition as per agreement. However, in case of any doubt, Agency can give technical justification and ask for extra time for approval of NDMC who will have power to grant such extra time depending upon the correct technical justification and a reasonability of time scheduling for such extension of a particular rectification work.
- b) The Agency is advised to maintain a minimum of new components, parts etc. At Connaught Place area required for repair/maintenance. These should be supplemented on regular basis so that the service of any equipment is not affected for their non availability.
- c) The copy of such list (including updated list) shall be submitted to NDMC. In case the Agency fails to rectify the defect(s) arisen on the part of the Agency after handing over assets installed in Connaught Place area in time limit as aforesaid, NDMC reserves the right to get the defect(s) rectified at risk and cost of the Agency without further notice and will charge extra 100% on the actual expenditure incurred in house or outsource (material, manpower, machinery, etc.) besides the applicable penalty clauses.

9. **TAX LIABILITY:-**

- a) The AGENCY shall be responsible for all the taxes to be paid to Govt. of India /statutory body for the services rendered by him. There will be no tax liability upon the NDMC whatsoever on any account.
- b) The AGENCY should ensure enforcement of existing Labour Laws, Minimum Wages Act and at no point of time should the NDMC be drawn into litigation on these accounts.
- c) The AGENCY should indemnify the NDMC for the damages caused due to non-compliance to any statutory law, bye-law or service conditions.
- d) Sales Tax/VAT, Service tax, purchase tax, turnover tax, Building and other Construction Workers Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the Agency and NDMC shall not entertain any claim whatsoever in this respect. However, in respect of service tax, same shall be paid by the Agency to the concerned department on demand and it will be reimbursed to him by the Engineer-in-





Charge after satisfying that it has been actually and genuinely paid by the Agency. The applicable and eligible service tax shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.

- e) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the NDMC and does not any time become payable by the Agency to the State Government, Local authorities in respect of any material used by the Agency in the works, then in such a case, it shall be lawful to the NDMC and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the Agency.

#### 10. RECTIFICATION OF DEFECTS

- (a) Save and except as otherwise expressly provided, if the Project or any part thereof shall suffer any loss or damage during the Agreement Period, from any cause whatsoever, the Agency shall, at its cost and expense rectify and remedy such loss or damage in a manner so as to make the Project in every respect conforming to the requirements, quality and performance as prescribed.
- (b) In the event the Agency fails to maintain and/ or repair the Project or part thereof up to and in accordance with the Service levels requirements and / or in accordance with the Operation & Maintenance Program or the O&M requirement or the O&M Inspection Report, as the case may be, and shall have failed to commence remedial works within (2) two days of written notice in this behalf from the NDMC, then the NDMC shall, without prejudice to its rights/remedies under the terms of the Agreement, including Termination, encashment of the performance security deposited with the NDMC, be entitled to undertake. The NDMC will deduct, through running account bill to be given to the Agency on monthly basis, the costs and expenses incurred for undertaking such repairs and maintenance works in addition to the penalties applicable as per **clause 11.2**.
- (c) If the Agency commences any works for curing any defects or deficiencies in the Project, it shall complete such works expeditiously in accordance with Good Industry Practice.
- (d) The Agency shall not be considered in breach of its obligations under this Agreement if any part of the Project is not available on account of any of the following, for the duration thereof:
  - (i) Force Majeure Event;
  - (ii) Compliance with a request from NDMC or the directions of any Government Body the effect of which is to close all or any part of the Project facility.

Notwithstanding the above, the Agency shall keep all unaffected parts of the Project for use provided they could be safely operated and maintained.





**11. NON-COMPLIANCE WITH O&M REQUIREMENTS**

- a. In the event the AGENCY has failed to operate and maintain the Project Facilities in accordance with the O&M Requirements, and such failure has not been remedied despite a notice to that effect issued by the NDMC ("Notice to Remedy"), NDMC may without prejudice to any of its other rights shall be entitled to cause the repair and maintenance of the Project Facilities at the risk and cost of the AGENCY. The AGENCY shall reimburse the costs incurred by NDMC on account of such repair and maintenance within 7 (seven) days of receipt of NDMC claim thereof.
- b. The AGENCY shall be deemed to be in Material Breach of O&M Requirements, if NDMC, acting reasonably and in accordance with the provisions of the Agreement, has determined that due to repeated breach of its obligations by the AGENCY:
  - (i) the maintenance of the Project Facilities or any part thereof has deteriorated to a level which is below the highest level offered by the Agency for O&M Requirements.
  - (ii) there has been a serious or persistent breach in adhering to the O&M Requirements and thereby the Project Facilities or any part thereof is not safe for operations.

For avoidance of doubt, **persistent breach** shall mean:

- a. any breach of O&M Requirements by the Agency which has not been remedied by the Agency despite a notice to remedy in respect thereof having been issued by the NDMC;
  - b. recurrence of a breach by the Agency, during the pendency of Notice to Remedy by the NDMC requiring the Agency to remedy a breach, and
  - c. repeated occurrence of a breach notwithstanding that earlier breaches have been remedied pursuant to Notice to Remedy or otherwise.
- c. Upon occurrence of a Material Breach of any O&M Requirement, NDMC shall, without prejudice to and notwithstanding any other consequence provided thereof under the Agreement, be entitled to terminate this Agreement.

**11.2 PENALTIES CLAUSE:**

The AGENCY shall maintain and operate the Service Corridor and project facility as per good Industry Practice and as per operation & maintenance as per service level of various services, O&M requirement, Operation & maintenance schedule, given herein. The AGENCY shall ensure to deploy sufficient manpower, materials, equipment's/ machines to achieve the service levels defined as per scope of work, failing which the penalties will be imposed.





### **I Penalty for Housekeeping Services**

Penalty with rate of Rs 10/- per Sqm per day for no cleaning of area will be imposed for non compliance of service level in housekeeping as mentioned in RFP.

### **II. Penalty for pest control and Anti-Termite Treatment services**

Penalty of Rs 2000/ per day will be imposed in case of pests control treatment is found not satisfactory and pests are found inside premises. Decision of Engineer-In-Charge shall be binding to contractor for penalty. If not attended in a maximum period of three days, the penalty shall increase @ Rs.1000/- per day upto maximum for Rs. 10,000/- per day.

### **III. Penalty for Security Services**

Non compliance of security service level mentioned in RFP will automatically result in imposing of penalty @ minimum of Rs 2000 per incident per day. In case of theft incident in service corridor, report of theft will be made by NDMC and twice the cost of items will be recovered from agency.

### **IV Penalty for drainage system and pumps**

- i. All pumps must be in working condition and need to be repaired in 24 hours. Rs. 2000 per pump per day penalty shall be imposed in case of non working of pumps.
- ii. There will be no tolerance for maintenance of pumps installed at Panchkuian Road. Penalty of at least Rs. 5 Lacs or as decided by Engineer-in-Charge shall be imposed in case of non-working of the pumps installed at Panchkuian Road pumping station.

### **V Penalty for CCTV system, Access Control System & PA system.**

All the defects/fault condition should be rectified and the system should be brought in working order within 24 hrs. Otherwise penal recovery at the rate of Rs.2000-per Fault-per equipment per day shall be recovered from the bill of the agency.

### **VI Penalty for Ventilation System**

Compensation for delay, all the minor complaints such as repair of electrical starter, indication lamp, connector, pumps etc shall be attended within two hours and complete within 24 hours, rewinding of motor pumps and repairing of pumps sets and major work of motor winding compressors Air Washer Fans, Air Washer Pumps, Reversible Fans, Dual Speed Exhaust Fans and Jet Fans etc. within 10 days. In case failure to clear the complains within the stipulated period as above, deduction will be made for the complete period and the same will be got attended by the department after the expiry of schedule time at the risk and cost of the contractor without giving any further notice. In addition to deduction, the penalty will also be levied at the rate or 1% per day on the effected equipment maximum upto 5% of the maintenance charges on each event.



### VII Penalty for Indoor Electrical Installation (IEI), DG sets, Air conditioners

Problem Type	Impact of the Problem	Time period for rectification	Status Report	Penalty for non compliance in time period of Rectification
<b>Minor Rectification Works :</b> Such as but not limited to repair/replacement of switches sockets plugs misc. electrical faults, misc. repairs mechanical fittings and fixtures, changing of small parts and repair parts etc.	Low impact on the operation. No detrimental effect but an area of concern if allowed to persist without correction.	Within 3 Hours of notification to the Contractor by NDMC	Hourly	Rs 200/per fault/per day
<b>Medium Rectification Works :</b> Such as but not limited to replacement of pipe lines small motors upto 15 HP, MCCB, MCB, starter, replacement of certain non stocked spare parts (not locally available in NCR region)	Operation degraded: able to operate with back-up measures on temporary basis.	Within 6 hours of notification to the Contractor by NDMC	Once during Working days	Rs 800/per fault/per day
<b>Major Rectification Works / Capital Repair :</b> Such as but not limited to DG Sets, pumps repair & requiring major replacement / repair works which require the justification for 48 hours work schedule.	Severe Impact on operate: Unable to Operate.	Within 48 hours of notification to the Contractor by NDMC	Once in two days	Rs 2000/per fault/per day

Note:



- a) The Maintenance works requiring repairs/replacement beyond stipulated time mentioned above shall require prior approval of Engineer-In-charge as per the case may be and the decision of Engineer-In-charge shall be binding to the agency.
- b) Functioning of DG sets in case of power failure is very critical .In case of DG sets do not respond in case of failure of Main supply, penalty of minimum Rs 10000/- or as decided by Engineer-in-Charge shall be imposed on Agency.

#### **VIII Penalty on Defaults:**

Any type of delay in performance or non-performance of any service enlisted in terms & conditions of this RFP and/or Annexure(s) to it will be termed as default on the part of the agency/successful bidder .Other than penalties mentioned in RFP document, on each of such default, a penalty of Rs. 2000 per default per day shall be imposed after giving the agency a notice in writing and affording an opportunity to explain its position. The NDMC is the competent authority for this purpose. Penalty may be doubles on repetition of the default.

#### **11.2.1 PENALTIES FOR LACK OF MANPOWER**

- a) The following recovery rate shall be applicable for the manpower required for housekeeping work (if the manpower are not available on any day).

<b>Position</b>	<b>Recovery rates Per day for Non-Deployment of the required Minimum Manpower</b>
Manager Technical (ME)	2000/-
Engineering Supervisor(Elect/Mech/ECE)	1500/-
Electrician	800/-
Monitoring Staff	800/-
D.G. Operator	800/-
Technician/D.G operator	800/-
Pump Operator	800/-
Ventilation operator	800/-



Fitter	800/-
Fire Technician cum Operator	800/-
Helper	700/-
Housekeeping Supervisor	800/-
Housekeeping Boys	700/-
ALM/Khallasi	700/-
Security guard	700/-
Supervisor for Security Staff	1000/-

#### 11.2.2 PENALTIES FOR LACK OF EQUIPMENT TOOLS & TACKLES

S.no	Tools and Equipments	Minimum Required No.	Recovery Rate per day per equipment (If not available/out for more than 2 days)
1	Foldable ladder extendable upto 8 m	3	Rs.400
2	500 V megger and 1000 V earth megger – 2 Nos.	2	Rs.200
3	2.5 KV/ 5 KV Megger	1	Rs.200
4	1.1Kv & 11 KV grade Hand gloves	As per requirement	Rs.200
5	Crimping tool	As per Requirement	Rs.200
6	Water testing kit	1	Rs.400
7	Necessary tools and tackles including , garbage trolleys, safety devices etc. for cleaning and maintenance.	As per requirement	-
8	Necessary tools for IEI repair work	As per requirement	-
9	Necessary tools for plumbing work	As per requirement	-
10	Necessary tools for clear clogging of drainage line & catch pits.	As per requirement	-
11	Discharge Rods	3	Rs. 200
12	Hi-Pot Machines	3	Rs. 200
13	Tools kits & L-N Keys	3	Rs. 200
14	Vacuum Cleaner for cleaning of Electro-mechanical Installation, Cables, Cable	3	Rs. 500



	trays, fire equipments etc.		
15	Microprocessor based Relay Tester	2	Rs. 200
16	High pressure jet	3	Rs. 500
17	Necessary tools for repair of CCTV, PA & Access Control Syetem.	As per requirement	-
18	Dewatering pump	3	Rs 800
19	Sludge Sucking Machine	2	Rs 1000

11.2.3 There is no limit for the maximum penalty and NDMC will encash the penalties amount calculated on fortnightly basis as proposed above for work wise and for not maintaining/ deploying the equipments/ machines, man power, consumables etc. The Agency have to pay the above penalty if any during the agreement period on monthly basis to NDMC without fail. If the Agency is fail to deposit the penalty amount consecutively for three months this will breech the terms and conditions of the agreement and the case will be processed for the termination of the contract.

## 12. FORCE MAJEURE

### FORCE MAJEURE EVENT

As used in this Agreement, a Force Majeure Event shall mean occurrence in India of any or all of Non Political Event, Indirect Political Event and/or Political Event as defined in Clauses 12.1, 12.2 and 12.3 respectively which prevent the Party claiming Force Majeure (the "Affected Party") from performing its obligations under this Agreement and which act or event (i) is beyond the reasonable control and not arising out of the fault of the Affected Party, (ii) the Affected Party has been unable to overcome such act or event by the exercise of due diligence and reasonable efforts, skill and care, and (iii) has a Material Adverse Effect on the Project.

### 12.1 NON POLITICAL EVENT

For purposes of Clause 12.1 hereinabove, a 'Non Political Event' shall mean one or more of the following acts or events:

- (i) acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire (to the extent originating from a source external to the Project Site or beyond design specifications for the Construction Works) or landslide;
- (ii) radioactive contamination or ionizing radiation;
- (iii) General strikes or boycotts (other than those involving the Agency, its Agencys or their respective employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services to the



Project for a period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 12.2;

- (iv) any failure or delay of a Agency but only to the extent caused by another Non Political Event and which does not result in any offsetting compensation being payable to the Agency by or on behalf of such Agency;
- (v) Any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Agency in any proceedings for reasons other than failure of the Agency to comply with any Applicable Law or Applicable Permits or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement by NDMC;
- (vi) any event or circumstances of nature analogous to any of the foregoing.


## 12.2 INDIRECT POLITICAL EVENT

For purposes of Clause 12.1 hereinabove, an Indirect Political Event shall mean one or more of the following acts or events:

- (i) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion, or politically motivated sabotage which prevents operation & maintenance services a period exceeding a continuous period of 7 (seven ) days in an Accounting Year;
- (ii) Industry wide or state wide or India wide strikes or industrial action which prevent Operation & maintenance services by the Agency for a period exceeding a continuous period of 15 (fifteen) days in an Accounting Year; or
- (iii) Any public agitation which prevents operation & Maintenance services by the Agency for a period exceeding a continuous period of 15 (fifteen) days in an Accounting Year.

## 12.3 POLITICAL EVENT

For purposes of Clause 12.1 hereinabove, a Political Event shall mean one or more of the following acts or events by or on account of NDMC, or any other Government Agency:

- (i) Change in Law, only when provisions of Article 14 cannot be applied;
  - (ii) Expropriation or compulsory acquisition by any Government Agency of any Project Assets or rights of the Agency or of the Agencies; or
- 



- (iii) Any unlawful or unauthorised or without jurisdiction revocation of, or refusal to renew or grant without valid cause any consent or approval required by the Agency or any of the Agencies to perform their respective obligations under the Project Agreements (other than a consent the obtaining of which is condition precedent) provided that such delay, modification, denial, refusal or revocation did not result from the Agency's or any Contactor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such consent or permit.

#### **12.4 EFFECT OF FORCE MAJEURE EVENT**

Upon occurrence of any Force Majeure Event, the following shall apply:

- (a) There shall be no Termination of this Agreement.
- (b) Where a Force Majeure Event occur, the Agency shall continue to make all reasonable efforts to operate & maintain the Project , but if it is unable or prevented from doing so, the Agreement Period shall, having due regard to the extent of the impact thereof as determined by the Steering Group, be extended by the period for which operation & Maintenance services remains affected on account thereof; and
- (d) Costs arising out of or concerning such Force Majeure Event shall be borne in accordance with the provisions of the Clause 12.5 hereinafter.

#### **12.5 ALLOCATION OF COSTS DURING SUBSISTENCE OF FORCE MAJEURE**

Subject to the provisions of Clause 12.4 hereinabove, upon occurrence of a Force Majeure Event, the costs arising out of such event shall be allocated as follows:

- (a) When the Force Majeure Event is a Non Political Event, the Parties shall bear their respective costs and neither Party shall be required to pay to the other Party any costs arising out of any such Force Majeure Event;
- (b) Where the Force Majeure Event is an Indirect Political Event, the costs attributable to such Force Majeure Event and directly relating to the Project (the "Force Majeure Costs") shall be borne by the AGENCY to the extent of the Insurance Cover, and to the extent the Force Majeure Costs as duly certified by the Statutory Auditors exceed the Insurance Cover, one half of the same shall be reimbursed by NDMC to the AGENCY within 90 days from the date of receipt of AGENCY's claim ;
- (c) Where the Force Majeure Event is a Political Event, the Force Majeure Costs to the extent actually incurred and certified by the statutory Auditors of the





AGENCY subject to approval of NDMC shall be reimbursed by NDMC to the AGENCY within 90 days from the date of receipt of AGENCY's claim; and

- (d) NDMC may at its option reimburse the Force Majeure Costs to the AGENCY in Bill or compensate the AGENCY for such costs by appropriate extension of the Agreement Period, which extension shall also be given effect within the period of 90 days specified in preceding sub-clauses (b) or (c) as the case may be

For avoidance of doubt, Force Majeure Costs shall not include loss of revenues or any debt repayment obligations but shall include interest payments on such debt, O&M Expenses and all other costs directly attributable to the Force Majeure Event.

### **13. EVENTS OF DEFAULT AND TERMINATION**

#### **13.1 EVENT OF DEFAULT**

Any of the following events shall constitute an event of default by the Agency unless such event has occurred as a result of a breach by NDMC of its obligations under this Agreement or a Force Majeure Event;

- 1) Any representation made on warranty given by the Agency under this Agreement is found to be false or misleading.
- 2) The Agency creates any Encumbrance on the Project Site/Project Facility in favour of any Person.
- 3) A resolution is passed by the shareholders of the Agency for the voluntary winding up of the Agency.
- 4) Any petition for winding up of the Agency is admitted by a court of competent jurisdiction or the Agency is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Agency are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Agency under this Agreement and the Project Agreements, and provided that:
  - (i) the amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this Agreement and the Project Agreements;
  - (ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and has a credit worthiness at least as good as good as that the Agency as on the date of this agreement; and
- 5) The Agency suspends or abandons the operations of the Project without the prior consent of NDMC, provided that the Agency shall be deemed not to have suspended/abandoned operation if such suspension/abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) on account of a breach by NDMC of its obligations under this Agreement.





- 6) The AGENCY repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- 7) The AGENCY suffers an attachment being levied on any of its assets causing a Material Adverse Affect on the Project and such attachment continues for a period exceeding 45 days.
- 8) The AGENCY has neglected or failed to regularly and properly operate & maintain Service Corridor in as per service level defined in agreement and to keep the Service Corridor in a state of good at its own cost.

### 13.2 **TERMINATION DUE TO EVENT OF DEFAULT**

Without prejudice to any other right or remedy which NDMC may have in respect thereof under this Agreement, upon the occurrence of an Event of Default, NDMC shall be entitled to terminate this Agreement by issuing a Termination Notice to the Agency. In case the underlying breach/default is not cured within a period of 30 (thirty) days from the date of the Preliminary Notice (Cure Period) NDMC shall be entitled to terminate this Agreement by issuing the Termination Notice. Provided further that

- i) If the default is not cured within 07 (Seven) days of the Preliminary Notice, NDMC shall be entitled to encash the Performance Security with a notice to the AGENCY (Encashment Notice).
- ii) Alternatively, NDMC, at its discretion may deduct the amount from the running account bill, which is being paid to the Agency for any particular month for the services rendered.

### 13.3 **RIGHTS OF NDMC ON TERMINATION**

Upon Termination of this Agreement for any reason whatsoever, NDMC shall have the power and authority to

- i) take possession and control of Project Assets forthwith;
- ii) forfeit the performance security of the project;
- iii) prohibit the Agency and any person claiming through or under the Agency from entering upon the Project Assets/dealing with the Project or any party thereof;
- iv) Not to allow the Agency to participate in the next tender for the similar nature of works for a specific period.

### 13.4 **TERMINATION PAYMENTS**

Upon termination of this agreement after the Commencement date, The Agency shall be entitled to receive termination payment as under:

- (i) If agreement is terminated due to NDMC event of Default, the Agency shall be paid pending running bill, if any and NDMC shall be entitled to deduct any amount due and recoverable by NDMC from the Agency as on the terminate date.
- (ii) If agreement is terminated due to Agency event of Default, The agency shall receive no payment from NDMC & performance Security will also be en-cashed.

### 13.4 **RIGHTS OF PARTIES**





Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. The rights and obligations of either Party under this Agreement, including without limitation those relating to Termination Payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

#### 14. CHANGE IN LAW

Change in Law means the occurrence or coming into force of any of the following, after the Proposal Due Date:

- (a) the enactment of any new Indian law;
- (b) the repeal, modification or re-enactment of any existing Indian law;
- (c) a change in the interpretation or application of any Indian law by a court of record ;
- (d) any change in the rates of any of the Taxes.

Provided that Change in Law shall not include;

- (i) coming into effect, after the Proposal Due Date, of any provision of a statute which is already in place as of the Proposal Due Date or
- (ii) any new law or any change in the existing law under the active consideration of or in the contemplation of any government as of the Proposal Due Date, which is a matter of public knowledge.

#### 15. DISPUTE RESOLUTION

- 15.1. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of both the parties. However, if the dispute is not resolved by joint discussion, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Chairman, NDMC such a neutral person not being the employee of the NDMC.
- 15.2. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act, 1996, as amended from time to time.
- 15.3. The cost of Arbitration shall be borne by the respective parties in equal proportion. During the pendency of the arbitration proceedings and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration. Arbitration proceedings will be held only at New Delhi **as decided by Arbitrator.**





#### **15.4 JURISDICTION OF COURT**

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of the agreement between the parties.

#### **16 ENGINEER-IN-CHARGE**

Engineer-in-Charge shall oversee the operation & maintenance of Service Corridor as per agreement within the specifications, Service levels, terms and conditions of the agreement and on behalf of The Secretary, NDMC and issue Completion certificate at the successful completion without any ambiguity and pending issues at the end of the Agreement period.

#### **17. REPRESENTATIONS AND WARRANTIES, DISCLAIMER**

##### **17.1 REPRESENTATIONS AND WARRANTIES OF THE AGENCY**

The Agency represents and warrants to NDMC that:

- (a) it is duly organised, validly existing and in good standing under the laws of India;
- (b) it is a company set up under the Company Act 1956 / 2013.
- (c) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (d) it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorise the execution, delivery and performance of this Agreement;
- (e) it has the financial standing and capacity to undertake the Project;
- (f) this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (g) it is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- (h) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Agency's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
- (i) there are no actions, suits, proceedings or investigations pending or to the Agency's knowledge threatened against it at law or in equity before any court or





before any other judicial, quasi judicial or other authority, the outcome of which may constitute Agency Event of Default or which individually or in the aggregate may result in Material Adverse Effect;

- (j) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect;
- (k) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- (l) subject to receipt by the Agency from NDMC of the Termination Payment and any other amount due under any of the provisions of this Agreement, in the manner and to the extent provided for under the applicable provisions of this Agreement all rights and interests of the Agency in and to the Project / Project Facilities shall pass to and vest in NDMC on the Termination Date free and clear of all Encumbrances without any further act or deed on the part of the Agency or NDMC;
- (m) no representation or warranty by the Agency contained in this agreement or in any other document furnished by it to NDMC or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- (n) no bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Agency to any Person to procure the work.
- (o) Without prejudice to any express provision contained in this Agreement, the Agency acknowledges that prior to the execution of this Agreement, the Agency has after a complete and careful examination made an independent evaluation of the Project Site, Project Requirements and the information provided by NDMC, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Agency in the course of performance of its obligations hereunder.
- (p) The Agency also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that NDMC shall not be liable for the same in any manner whatsoever to the Agency.

#### **17.2 REPRESENTATIONS AND WARRANTIES OF NDMC**

NDMC represents and warrants to the Agency that: NDMC has full power and authority to grant the Agreement;

- (a) NDMC has taken all necessary action to authorise the execution, delivery and performance of this Agreement;
- (b) This Agreement constitutes NDMC's legal, valid and binding obligation





enforceable against it in accordance with the terms hereof.

- (c) There are no suits or other legal proceedings pending or threatened against NDMC in respect of the Project Site or the Project.

### **17.3 OBLIGATION TO NOTIFY CHANGE**

In the event that any of the representations or warranties made/given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same.

## **18 MISCELLANEOUS**

### **18.1 ASSIGNMENT AND CHARGES**

- (a) Subject to sub-articles (b) and (c) herein below, neither Party shall assign this Agreement or the rights, benefits and obligations hereunder save and except with prior consent of the other Party.

- (b) Except as provided in sub-article (c) here in below, the Agency shall not create nor permit to subsist any Encumbrance over or otherwise transfer or dispose of all or any of its rights and benefits under this agreement except with prior consent in writing of NDMC, which consent NDMC shall be entitled to decline without assigning any reason whatsoever.

- (c) Restraint set forth in sub-articles (a) and (b) above shall not apply to:

- (i) liens/encumbrances arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Agency ;
- (ii) mortgages/pledges/hypothecation of goods/assets other than Project Site, as security for indebtedness, in favour of the Lenders and working capital providers for the Project;
- (iii) Assignment of Agency's rights and benefits under this Agreement to or in favour of the Lenders as security for financial assistance provided by them.

### **18.2 LIABILITY AND INDEMNITY**

#### **GENERAL INDEMNITY**

- a) The Agency shall indemnify, defend and hold NDMC harmless against any and all proceedings, actions and third party claims arising out of a breach by Agency of any of its obligations under this Agreement except to the extent that any such claim has arisen due to breach by NDMC of any of its obligations under this Agreement or a Force Majeure Event which is a Political Event.
- b) NDMC will, indemnify, defend and hold harmless the Agency against any and all proceedings, actions, third party claims for loss, damage and expense of whatever kind and nature arising out of breach by NDMC, its officers, servants and agents of any obligations of NDMC under this Agreement except to the extent that any such





claim has arisen due to breach by the Agency of any of its obligations under this Agreement.

- c) Without limiting the generality of this Article 18.3 the Agency shall fully indemnify, save harmless and defend NDMC including its officers servants, agents and subsidiaries from and against any and all loss and damages arising out of or with respect to failure of the Agency (a) to comply with Applicable Laws and Applicable Permits, (b) to make payments of Taxes relating to the Agency's Agencies, suppliers and representatives income or other taxes required to be paid by the Agency without reimbursement hereunder, or (c) to pay amounts due as a result of materials or services furnished to the Agency or any of its Agencies which are payable by the Agency or any of its Agencies.
- d) Without limiting the generality of the provisions of this Article 18.3, the Agency shall fully indemnify, save harmless and defend NDMC from and against any and all damages which the NDMC may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Agency or by the Agency's Agencies in performing the Agency's obligations or in any way incorporated in or related to the Project. If in any such suit, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Agency shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit claim or proceedings, the Project or any part thereof comprised therein is held to constitute an infringement and its use is permanently injunctive, the Agency shall promptly make every reasonable effort to secure for NDMC a license, at no cost to NDMC, authorising continued use of the infringing work. If the Agency is unable to secure such license within a reasonable time, the Agency shall, at its own expense and without impairing the Project Requirements, either replace the affected work, or part, or process thereof with non-infringing work or parts or process, or modify the same so that it becomes non-infringing.
- (d) In the event that either Party receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 18.3 (the 'Indemnified Party') it shall notify the other Party ("Indemnifying Party") within 14 (fourteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party. Provided that, such approval not to be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim it may conduct the proceedings in the name of the Indemnified Party subject to the Indemnified Party being secured against any costs involved to its reasonable satisfaction.

(e) **DEFENCE OF CLAIMS**

- (i) The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder and their reasonable costs and expenses shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its





obligation to indemnify the person indemnified in respect of loss to the full extent provided by this Article 18.3, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or other proceedings, liabilities, payments and obligations at its expense and through counsel of its choice provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnified Party unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure, the loss to be indemnified hereunder to the extent so compromised or settled.

(ii) If the Indemnifying Party has exercised its rights under Article 18.3(d) above, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the indemnifying Party (which consent shall not be unreasonably withheld or delayed).

(iii) If the Indemnifying Party exercises its rights under Article 18.3(d) above, then the Indemnified Party shall nevertheless have the right to employ its own counsel and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party, when and as incurred, unless:

(1) the employment of counsel by such party has been authorised in writing by the Indemnifying Party; or

(2) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action; or

(3) the indemnifying Party shall not in fact have employed independent counsel reasonably satisfactory to the Indemnified Party to assume the defence of such action and shall have been so notified by the Indemnified Party; or

(4) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either

(a) that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or

(b) that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement,

Provided that if sub-articles (2), (3) or (4) of Article 18.3(e)(ii) shall be applicable, counsel





for the Indemnified Party shall have the right to direct the defence of such claim, action, suit or proceeding on behalf of the Indemnified Party and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

#### **18.4 GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by the laws of India. The Courts at New Delhi, India shall have jurisdiction over all matters arising out of or relating to this Agreement.

#### **18.5 WAIVER**

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
- b) shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
- c) shall not affect the validity or enforceability of this Agreement in any manner.
- d) Shall neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

#### **19 SURVIVAL**

Termination of this Agreement (a) shall not relieve the Agency or NDMC of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

#### **20 AMENDMENTS**

This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

#### **21 NOTICES**





Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognised international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:  
If to NDMC

Executive Engineer (CP)  
16<sup>th</sup> Floor, Room No 1611  
NDMC, Palika Kendra,  
Parliament street, New Delhi-110001

-----  
Fax No. -----

If to the AGENCY  
The Managing Director,  
----- Limited,  
-----  
----- Fax  
No. -----

Or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognised international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

## 22 SEVERABILITY

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

## 23 NO PARTNERSHIP

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

## 24 LANGUAGE

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.





**25 EXCLUSION OF IMPLIED WARRANTIES ETC.**

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in a binding legal agreement executed by the Parties.

**26 COUNTERPARTS**

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

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

SIGNED SEALED AND DELIVERED

For and on behalf of NDMC by

(Signature)

(Name)

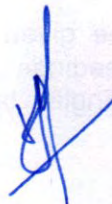
(Designation)

SIGNED, SEALED AND DELIVERED

For and on behalf of AGENCY by:  
In the presence of.

1)

2)





Annexure- 'A'

**I-Housekeeping Services & Anti termite treatment including Pest Control**

**I(A) HOUSE KEEPING SERVICES**

1. The housekeeping services include the following services:-
  - (a) Cleaning, dusting & sweeping services of the Service Corridor including Transformers Rooms with substations, Control Room & Battery Room in Palika parking, DG Set Room & all access Entry/Exit staircases .
  - (b) Waste Management in Service Corridor & its premises.
  - (c) Pest control and termite treatment services.
  - (d) Cleaning of Water supply, irrigation and water lines for fire services.
  - (e) Cleaning and dusting of Signages, Stairs, cable trays etc
  - (f) Dry dusting, Spout cleaning, Wet Mopping, Vacuuming of all Cable trays, Electromechanical equipments, internal walls/ paneled surfaces/ fire extinguishers etc.
  - (g) Dry dusting, Spout cleaning, Vacuuming of all Electromechanical equipments, machines, Panels etc.
  - (h) Cleaning sweeping and vacuuming of Panckkuan Road Pump house as and when required
  - (i) Regular Inspection, Dewatering & Cleaning of Service Connecting trenches and Garland trenches.
  - (j) Any other aspect not mentioned here but required under this.
2. The details of the services required to be provided by the agency under above mentioned service is as under :-

**2.1 Cleaning & Sweeping services:**

- a) The approach to housekeeping and upkeep services will be governed by international principles. The agency will use scientific methodologies for cleaning activities & use cleaning machines (heavy duty and light duty, as per requirement) to supplement the human efforts and it will ensure a perfect combination of men & machines.
- b) Cleaning , sweeping and washing of the area under housekeeping services includes the Service Corridor including Transformers Rooms with substations ,Control Room & Battery Room in Palika parking, DG Set Room & all access Entry/Exit staircases, pucca area etc. including office area, using cleaning kit, medium machine, Vacuum cleaners etc.
- c) Machines as mentioned at Para 2(a) to be used in the rooms will be light duty machines, so that the floor tiles/ stone is not damaged.





- d) Machines to be used in sweeping and cleaning work will be of such quality that it does not damage or harm the floor of control room, Entry/ Exit stairs and Service corridor.
- e) The staff to be deputed for housekeeping and up keeping services would be well trained in the job for personal and site hygiene.
- f) The agency will ensure that chemicals and cleaning agents of pleasant odour and biodegradable composition would be used in the premises.
- g) The sweeping and cleaning services to be provided include but not limited to utilize special cleaning machines as and when required.
- h) The agency has to ensure vacuum cleaning of electromechanical equipments, side wall, roof, all cables, cable trays, fire equipments, pipe line of water supply, fire , irrigation as on weekly basis.
- i) The agency has to ensure cleaning of battery room and control room on daily basis.
- j) Thorough check of work force by supervisor for uniform, appearance, cleanliness and attendance.
- k) Sweeping, mopping and cleaning of area such as entry/exit staircases, control room, Battery Room,, etc. at least once in a day and constant upkeep throughout the working hours.
- l) Collection of Waste paper, garbage and refuse from all area to pre-designated disposable area
- m) To maintain zero stagnation of water all times in Service Corridor on daily basis.
- n) The contractor shall bear cost of all materials, tools, equipments & machinery required to carry out housekeeping services of Services corridor and to achieve the service level defined in the RFP & agreement.
- o) The contractor should carry out any other cleaning activity not defined herewith and required for cleaning and upkeeping of the Service Corridor.
- p) **Connecting trenches and Garland trenches:**
  - i. The Connecting trenches of size 3.5mx3.5 & 2.5mx2.5m shall be cleaned by vacuuming of cable trays, cables and using cleaning kit on surface and walls.
  - ii. The garland trenches of size 1.2mx1.2m shall be inspected thoroughly and entries shall be made in log register for each section on daily basis.
  - iii. Dewatering shall be done weekly and, as and when required.
  - iv. Sludge sucking machine shall be used to clean the sludge in trenches on weekly basis and, as and when required.
  - v. Extra Manpower shall be deployed during monsoon for frequent inspection of trenches as per directions of Engineer-in-Charge.





- vi. Any unauthorized connection or leakage shall be informed to NDMC at the earliest with all details and images.

### **3. MECHANIZED HOUSEKEEPING SERVICES AND GENERAL SERVICES**

S.no	Scope of Work	Equipment Required	Frequency
1	Service Corridor cleaning	Cleaning kit	Weekly
2	Control Room/ Battery Room Floor /Entry/Exit Sweeping & Cleaning	Cleaning Kit	Daily once
3	Staircase and vent shaft	Cleaning kit	Alternate days
4	Dusting of Machines panels in control Room/Battery Room	Vacuum cleaner	Daily once
5.	Cleaning & vacuuming of Cables, cable trays, Fire equipments ,pipe lines for water, fire and irrigation	Vacuum cleaner and cleaning kit	Weekly
6	Cleaning & vacuuming of Electrocmechanical equipments, Machines & Panels	Vacuum cleaner and cleaning kit	Weekly
7	Doors /Windows Cleaning	Cleaning Kit	Daily once
8	Tube light, Fan, Exhaust Fan, Cleaning & Indoor lighting fittings	Dry Wiping Vacuum cleaner	Weekly
9	Side wall (Above man height) & Roof Cleaning	Cleaning Kit	Once in a month
10	Ceiling for common area/Transformer Rooms	Vacuum cleaner	Once a month
11	Office Chairs/Sofa Sets	Vacuum cleaner	Once a week
12	Computer /Peripherals	Vacuum cleaner	Once a week
13	Electrical Switches/Connections	Vacuum cleaner	Once a week
14	Waste Disposal	Manual	Daily once
15	Cleaning of Ventilation Ducts	Manual	Once in a month
16	Conecting trenches of size 3.5x3.5m and 2.5x2.5m	Vacuum Cleaner	Once a week
17	Garland trenches of 1.2x1.2m	Sludge Sucking Machine and dewatering pump	Once a week



**I(B). ANTI-TERMITE TREATMENT INCLUDING PEST CONTROL**

1. A number of services under its roof and many a services by the very nature of their purpose often support other live forms like Reptiles, Rodents & insects whose presence is undesirable within the premises and their presence may pose as a health/life hazard and also damage the valuable Electromechanical equipments, cables and other inventories etc.
2. This service would cover the entire areas and common usage areas of Service Corridor i.e. staircases, Control room, Battery Room , Transformer Room and equipment rooms. The frequency of these services shall be as per the normal practice and specific need of the NDMC.
3. The following major services to be covered:
  - General Disinfestations
  - Rodent control
  - Pest Control
4. Apart from above services, the service provider will have to suitably disinfect drain and its outlets & catch pits in Service Corridor spraying insecticide every Saturday and whenever necessary.
  - a) Periodic Spraying of pesticides & chemical in common area to ensure disease free & hygienic environment.
  - b) Fogging only as & when required.

5.

Service Required	Responsibility of the Agency:	Frequency of Service	Required level of Services:
<u>Pest Control and Termite Service</u>	<p>(1)The agency has to run regular and effective pest control activities to ensure that no 'pest' come to existence in the control room, Battery Room, Transformer rooms, and service corridor.</p> <p>(2)The 'Pest' control measures shall be administered only through government approved 'pest control agencies'</p>	<p>(1)General disinfestations against mosquitoes, spiders etc. Once a fortnight.</p> <p>(2)General disinfestations against cockroaches, house flies and mosquitoes larvae- Once a fortnight.</p> <p>(3) Anti –malaria fumigation –Once a fortnight.</p> <p>(4) Rodent and reptile control- need based.</p> <p>5. ANTI termite treatment</p>	<p>1 No 'pest' or termite is visible in the premises area.</p> <p>2 Neat and clean as well as healthy work environment to the satisfaction level .</p>



		every year.	
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## II SECURITY SERVICES

1. Following are the basic requirements of Security services for Service Corridor and its premises but not limited to :
  - a) To secure the perimeter of the Service Corridor Including Connecting tunnels/Trenches, Transformer Rooms with substations, Stair cases, Exit gates, Control Room, Battery Room, D G set Room related to Service Corridor.
  - b) The contractor shall maintain the record of all the persons entering/exiting the Service Corridor & its premises including Pump house at Shivaji stadium, battery Room, Control room etc. The guards shall issue pass to persons after authenticating their identity and collect the pass after their exit.
  - c) To secure the Service corridor and keep watch at all connection points of Connecting trenches and Service Corridor.
  - d) The details of entry/exit log details shall be submitted to NDMC weekly or as and when required.
  - e) To maintain sharp watch on the staff & workers to prevent unwarranted activities within the area.
  - f) To help educate and spread awareness to the users of Fire prevention, control and fighting.
  - g) To execute disaster Management plans.
  - h) Conduct Evacuation plans in case of disasters and hazards.
  - i) Prepare periodic reports on Security functional audit, danger speculations for the area (if any).
  - j) Maintain records of incidents.
  - k) Maintain contacts of important emergency action agencies like Fire Departments, Security department, Police, Hospitals etc.
  - l) Preparation of emergency evacuation guidelines.
  - m) Adequate Training Programs on various aspects, such as Technical, Safety and good House Keeping.
  - n) Authenticated access to agencies/ their authorized personnel whose services are functioning in the Service corridor after duly verifying their authorized letter issued from NDMC officials (who has been authorized to issue such permission/pass).





- o) The service provided will ensure availability to the deputed Security personnel at the site with the minimum Equipment and items to ensure efficient Vigilance to protect the Service Corridor against external threats, fire hazards, and natural disasters.
- p) The minimum equipment available and possessed by the Security Guards must be:
  - a. Battery Torch.
  - b. Whistle.
  - c. Baton.
  - d. Communication device.
- q) The Security staff shall be constantly stationed at various posts/ duties in the area as per the direction of the Manager.
- r) All the staff members deployed must have proper communication system like mobile phone in addition to Radio walky talky/ any other communication system duly approved by Engineer-in-Charge, NDMC.





**III DRAINAGE SYSTEM & PUMPS**

1. Following are the basic requirements of Security services for Service Corridor and its premises but not limited to :

- a) The work is to be carried out as per CPWD specification as amended upto date and as per site requirements.
- b) The minimum staff required to be deployed by the firm is as defined in Annexure-III.
- c) The pump operator shall be deployed in three shifts daily & fitter in General shift i.e. 9:00 AM to 5:30 PM or as per site requirement on all days of month i/c Sunday and Holidays.
- d) The operational staff has to make entries in the log book, daily,
- e) The contractor shall have to deploy trained and experienced staff suitable for operating and maintain pumps for service corridor and Panchkuian Road Pumping station.
- f) The contractor shall be responsible for the conduct of the staff deployed by him.
- g) If any of the staff is found unsuitable or required to be replaced then such staff should immediately be replaced as per the direction of Engineer-in-charge without any objections.
- h) Any material required for operation and comprehensive maintenance of equipments shall be supplied by the contractor within quoted rates and nothing extra shall be paid by the department.
- i) No T&P shall be issued by the department. Firm has to arrange the same within his quoted rates and nothing extra shall be paid.
- j) The contractor shall keep all the installations in neat and clean, working order at all the time.
- k) In case of absence of the staff from the duty, firm has to make alternate arrangement failing which recovery shall be made as per Annexure-III.
- l) The scope of work includes complete comprehensive maintenance of installations. Including works such as overhauling and repair of hydrometric system, pumps, motors, main panel board, replacement of valves, pipes & switches replacement of defective / damaged water level indicators, top up of filter media, air blower, automation system, ammeter, voltmeter, phase preventer etc or other major/minor repair for which part of the machine is to be sent out for repairs/testing, will be arranged by the firm. The decision of the Engineer-in-charge shall be final and binding and nothing extra shall be paid by the department.
- m) Running and Comprehensive Maintenance of 3 pumps of 20 HP at Pumping station of Panchkuian Road, Connaught Place and 12 no. of pumps (8 no. of 20 HP and 4 no. of 12 HP ) along with 54 nos of Non Clog submersible type dewatering pump installed inside tunnel for water pumping shall be done as per satisfaction of Engineer-in-Charge





are also included in the scope of work. The regular drillings of pumps log book shall be maintained and shall be submitted fortnightly.

- n) A standby DG set pump shall be available at Panchkiuan Road during rainy season i.e. 15 June to 15 September of the year.
- o) Extra Pump operator has to be deputed for round the clock daily during rainy season as per Annexure-III.
- p) Painting of pumps, motors, frames, panels, pipes and accessories has to be done once in a year with superior quality one/ two coats of paint as per instructions of Engineer-in-charge and nothing extra shall be paid.
- q) Any damage caused to the electrical fittings/ switch/ gears machinery as a result of execution of this work shall have to be made good by the contractor at his own risk and cost.
- r) In case of emergency the staff may have to work beyond normal working hours for which no extra payments shall be made by the department.
- s) The staff should wear set of uniforms & name plate, which shall be supplied by the contractor.
- t) Watch and ward of all the installations shall be the responsibility of the contractor.
- u) The Contractor shall retain an adequate stock of spares holding to ensure fulfill requirement for acceptable high standards of serviceability of the pumping system are complied with.
- v) The Pumps Capacity may be increased or decreased depending upon the requirement.





**IV CCTV system ,Access Control System & PA System**

1. The scope of work includes Continuous monitoring of all activities, Entry/Exit of persons in the Service Corridor, Control room through CCTV system and Access Control System, PA system, Maintaining of all records, Comprehensive Operation, maintenance and rectification for smooth functioning of CCTV system, Access Control System & PA system.
2. The contractor has to ensure the CCTV system, Access Control System & PA system is operational at all time 24 hours a day throughout the year including holidays and Sundays.
3. The contractor has to retain the records of CCTV footage as well as entry/exit record of ACS system at all entry/exit points of Service Corridor.
4. The scope of work shall include comprehensive O&M of CCTV cameras, ACS devices & PA system components installed in Service Corridor & entry/exit gates, Monitors, video recorders, multiplexers, control system, keyboards ,cooling fans, interconnecting cabling and wiring, Call station, speakers, amplifier, control unit, Network controller, Power supplies to CCTV equipment, Control room racks, functional repairs to consoles & equipment racks etc required to keep the system operational and in running condition at all time 24 hours a day throughout the year including holidays and Sundays .
5. Performance report shall be submitted monthly whereas the status report of the system is to be submitted weekly to Engineer-in-Charge by the contractor.
6. The Contractor shall retain an adequate stock of spares holding to ensure fulfill requirement for acceptable high standards of serviceability of the system are complied with. The Contractor shall be responsible for identifying all faults associated with the loss of the electrical mains supply to all equipment within the system and to ensure the system is restored to full operation as quickly as possible. The spares will be held on site by the contractor to ensure that the system is out of operation for the minimum of time.
7. The Contractor shall carry out the preventative maintenance programme as per OEM schedule.
8. At commencement of the Contract, the Contractor shall provide NDMC with a detailed method statement of the maintenance activities he intends to undertake .
9. Corrective maintenance shall be based on a four hour response in attending the site and a defect being repaired such that no part of the system is out of operation for more than 24 hours.
10. Cover will be provided 24 hours/day, each and every day of the year.
11. On site and repair times shall commence from the time of notification of a fault to the Contractor.
12. Repair time shall be that point in time at which the system is returned to an acceptable level of operation to the satisfaction of the NDMC. Where a full repair has not been carried out the fault shall be classified as a non-urgent fault and the repair time period shall commence from the time of the temporary repair and the Contractor shall use his





best endeavours to restore the system to full operational status as quickly as possible; except where the fault is due to damage beyond the Contractor's reasonable control, and he shall then take all necessary steps to expedite the repairs to the reasonable satisfaction of the Engineer-in-Charge. An urgent fault shall be any fault(s) that results in the loss of either picture or control facilities or recording of cameras. A non-urgent fault shall be all other faults not classified as urgent.

13. The Contractor shall advise of any additional stock spare items that he considers it to be held at site to achieve the fault response criteria.
14. The Contractor shall include within his price for the maintenance of the system control software to be carried out.
15. The Contractor shall only carry out the repair and maintenance of the control system hardware using staff who have been specifically trained in the equipment servicing of CCTV system, Access Control system & PA system.
16. The Contractor shall be responsible for providing all of the specialist tools and test equipment necessary to carry out the maintenance of the CCTV system, Access control system & PA system and validate that the equipment is operating correctly to the optimum performance settings.
17. Each technician employed by the maintenance company should carry a range of tools, test equipment, suitable spares and other plant to enable them to perform their functions satisfactorily. Specialist tools, test equipment and plant should be available for deeper more complex investigation as necessary.
18. The minimum staff required to be deployed by the firm is as defined in Annexure-XVI.
19. The operator in control room shall be deployed in three shifts daily & technician in three shifts daily or as per site requirement on all days of month i/c Sunday and Holidays.
20. The contractor shall be responsible for the conduct of the staff deployed by him.
21. If any the staff found unsuitable. Such staff should immediately replace as per the direction of Engineer-in-charge.
22. Any material required for operation and comprehensive maintenance of equipments shall be supplied by the contractor within quoted rates and nothing extra shall be paid by the department.
23. No T&P shall be issued by the department. Firm has to arrange the same within his quoted rates and nothing extra shall be paid.
24. The contractor shall keep all the installations in neat and clean, working order at all the time.
25. In case of absence of the staff from the duty, firm has to make alternate arrangement failing which recovery shall be made as per Annexure-XVI
26. Any damage caused to the electrical fittings/ switch/ gears machinery as a result of execution of this work shall have to be made good by the contractor at his own risk and cost.
27. In case of emergency the staff may have to work beyond normal working: hours for which no extra payments shall be made by the department.



28. The staff should wear set of uniforms & name plate, which shall be supplied by the contractor.
29. Watch and ward of all the installations shall be the responsibility of the contractor.
30. Preventive Maintenance Report of CCTV system to be submitted quarterly Shall include the following

Sl.no	Description of Preventive maintenance of CCTV System
1	Check the number and type of cameras, including lenses, are in accordance with the specification and any amendment.
2	Check visual / audible indications are functioning correctly.
3	Check warning notices / labels are still in place.
4	Check all cables and fixings remain properly supported, undamaged and showing no undue signs of wear.
5	Check for sound physical fixings of all equipment including loosening or corrosion of supports and fixings including towers and brackets.
6	Check all glands and seals on external equipment to ensure no ingress of water into the equipment.
7	Cameras, lens, covers and housings have been cleaned where necessary to ensure nothing obscures the field of view.
8	Check the picture quality of each camera and correct monitor selection.
9	Check all control camera functions are satisfactory and that camera movement and fields of view are free from obstruction.
10	Operation of all monitoring, switching and recording equipment (Including time synchronisation) is satisfactory.
11	Function of all interfaces with alarms is satisfactory including correct triggering of alarms.
12	Operation of supplementary lighting is satisfactory.
13	Check that the performance of the system(s) continues to meet the agreed specification / operational requirement according to the periodic test scheme agreed with the NDMC.
14	Additional comments: incl. any further recommendations to the CCTV system

31. Preventive Maintenance Report of Public Address (PA) system to be submitted quarterly shall include the following :



Sl.no	Description of Preventive maintenance of PA system
1	Check the number and PA units in service Corridor are in accordance with the specification and any amendment.
2	Check visual / audible indications are functioning correctly.
3	Check warning notices / labels are still in place.
4	Check all cables and fixings remain properly supported, undamaged and showing no undue signs of wear.
5	Check for sound physical fixings of all equipment including loosening or corrosion of supports and fixings including towers and brackets.
6	Check all glands and seals on external equipment to ensure no ingress of water into the equipment.
7	Card reader, lock system, covers and housings have been cleaned where necessary to ensure nothing obscures the functionality of PA system components.
8	Check the working quality of each Speaker unit and non lag sound is Service corridor when announced from control room.
9	Check all Response functions of PA system are satisfactory.
10	Operation of all equipments (Including time synchronisation) is satisfactory.
11	Operation of supplementary equipments is satisfactory.
12	Check that the performance of the system(s) continues to meet the agreed specification / operational requirement according to the periodic test scheme agreed with the NDMC.
14	Additional comments: incl. any further recommendations to the Access Control System.

- 32 Preventive Maintenance Report of Access Control system to be submitted quarterly  
Shall include the following :

Sl.no	Description of Preventive maintenance of Access Control System
1	Check the number and type of Access Control unit at Entry/Exit gates including emergency switches etc. are in accordance with the specification and requirement.
2	Check visual / audible indications are functioning correctly.
3	Check warning notices / labels are still in place.



4	Check all cables and fixings remain properly supported, undamaged and showing no undue signs of wear.
5	Check for sound physical fixings of all equipment including loosening or corrosion of supports and fixings including towers and brackets.
6	Check all glands and seals on external equipment to ensure no ingress of water into the equipment.
7	Magnetic lock system, Emergency switch, covers and housings have been maintained where necessary to ensure nothing breached the security aspect of Access control system.
8	Check the magnetic strength and locking quality of each Access control unit and rectify any issue needs to be addressed.
9	Check all access control functions are satisfactory.
10	Operation of all monitoring, switching and recording equipment (Including time synchronisation) is satisfactory.
11	Function of all interfaces with alarms is satisfactory including correct triggering of alarms.
12	Operation of supplementary equipments is satisfactory.
13	Check that the performance of the system(s) continues to meet the agreed specification / operational requirement according to the periodic test scheme agreed with the NDMC.
14	Additional comments: incl. any further recommendations to the Access control system



**V- INDOOR ELECTRICAL INSTALLATIONS (IEI), DG SETS, AIR VENTILATION  
SYSTEM & AIR CONDITIONERS**

**GENERAL CONDITIONS:**

- a) The agency must have their local office with a telephone facility for receiving complaints and also to submit the list of the staff to engage to the engineer in charge before the start of work.
- b) The contractor must have their own workshop for repairs and testing of all such types of jobs as listed in the schedule of quantities of RFP.
- c) Only the authorized representative of the contractor shall be allowed to work and no part of the contract shall be further sublet to any of the sub-contractor without the specific approval of the Engineer-in-Charge.
- d) The contractor shall keep the site of the work absolutely clean and to the satisfaction of the Engineer-in-Charge.
- e) The agency shall make his own arrangement for storage watch and ward of his materials and other items whatsoever and the NDMC shall not provide/assist in this regard. Only works those are actually measured shall be accepted.
- f) The contractor shall hand over the work done in perfect conditions after repairs/execution in case the contractor fails to do so within a reasonable time the NDMC reserves its right to get the jobs done from other agency at the risk and cost of the contractor and decision of the NDMC in that case shall be final and binding on the contractor.
- g) The specification and special conditions of the material and the works are mentioned in this RFP.
- h) Individual work order will be issued for individual work by the department.
- i) The contractor will do the work in close co-ordination with other agencies to avoid any inconvenience to the resident/occupant/other agencies.
- j) No cement will be issued to the contractor required by him in doing the work. In case of compelling circumstances in the interest of work cement can be issued to the contractor at the market rates or stock issue rates whichever is higher from NDMC stores for which deduction will be made from the bill of contractor.
- k) The contractor shall not be permitted to tender for works if his near relative is posted as a Divisional Accountant or an officer in an capacity between the grades of CE(E) and JE(E) in the NDMC.
- l) No Engineer or other officer employed in NDMC is allowed to work as a contractor for a period of two years of his retirement from NDMC services without the previous permission of NDMC.
- m) Work to be executed in accordance with specifications, drawing, orders etc:- The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both has regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished, free of charge, one copy of the specifications and of all such designs, drawings and instructions as are





not included in the Central Public Works Department Manual Volume I & II with up-to-date correction slips or any other printed publication of General Specifications of IEI-2005 referred to elsewhere in the contract.

- n) metered electricity and water will be supplied for execution of work at site.
- o) Any other work not in the scope of work but is required to be carried out as per the normal practice is to be done within the quoted rates.

## 2. Special Terms and Conditions:

- (a) The Contractor may visit the site before quoting the rates.
- (b) The work shall be carried out strictly in accordance with CPWD specification.
- (c) All the materials to be used on the work by the contractor shall be got approved from the Engineer-in-charge before installation at site.
- (d) Any damage done to the building during execution of works shall be responsibility of the contractor and the same will be made good immediately at his own cost.
- (e) The cartage of material, welding set etc. is to be done by the contractor at his own cost.
- (f) Notwithstanding the Schedule of quantity, all items of inter connected work considered necessary to make installation complete deemed to be included and shall be provided by the contractor at extra cost.
- (g) For carrying out the work, metered water & electricity will 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 and water meter provided by NDMC shall be borne by agency
- (h) All scaffolding / ladders, T&P etc. shall be arranged by the contractor within the quoted rates.
- (i) The priority of the work will be fixed by the Engineer-in-Charge.
- (j) The contractor shall get the material approved from the Engineer-in-Charge or his representative before the start of the work.
- (k) The contractor shall inform AE/JE of the concerned area in charge before start of the work every day.
- (l) The NDMC shall not be responsible for any injury caused to work men or anybody on the work site or any public property while the work is in progress and any medical aid required will be on the part of the contractor.
- (m) Security @ 5% shall be deducted from each bill raised by the agency.
- (n) The work to be completed as per the CPWD General Specification 2005, Vol. I & II with upto date correction slip.
- (o) Other terms and conditions as per RFP document

## 3. Commercial terms & conditions:-

Payment to the agency for maintenance and operation works shall be made on quarterly basis after rendering the satisfactory service by the agency. Deductions as defined in penalty & recovery clause shall be applicable for any type of shortcomings or non-performance of any activity in full or partial, from the running bill.





**V(A) Service Corridor indoor lighting (Indoor Electrical Installations).**

1. The scope of work comprises of the installations at the places and fixture as mentioned in the inventory list.
2. Generally the agency has to depute following staff in General shift (9 AM to 5 PM) and also for 24 Hrs round the clock shift. But the duty hours can be changed as per discretion of the Engineer-in-charge. Normally the staff will be employed as per Annexure-III. This is the minimum deployment assessed, However consider the approach/ methodology; the agency can depute more staff to meet required service level.
3. The installations shall be maintained on all days of the month including Sundays & holidays and weekly rest of the staff be given by making alternative arrangement for which no extra payment shall be made.
4. In case of absence of any staff from duty, the following recoveries shall be made as per Annexure-III from Agency.
5. The staff of the agency shall maintain the complaint register, logbooks, maintenance records and registers, which will be supplied by the agency, pre approval of which shall be sought from the Engineer in charge.
6. The Engineer-in-charge has the right to remove/ terminate the service of any worker without assigning any reason. Even the contract can be terminated at anytime without assigning any reason, before the completion period of the contract. The agency shall have no claim on such occasion.
7. The workers can be deployed in shift duty as per requirement of the deptt. at the discretion of the Engineer-in-charge. A full time supervisor shall be deployed in the general shift who shall posses valid electrical supervisory license.
8. If the behavior of the worker is not found satisfactory, the agency has to change staff within 3 days failing which, the Engineer-in-charge has the power to cancel the contract and the agency shall have no claim of compensation.
9. The details of the installations to be maintained by the agency as per inventory details
10. The agency has to arrange all the materials like detergent, cloth, soap bar, duster fuse wire, black tape, cable glands, wire ,call bell , thimble lugs, HRC fuse, MCB's, MCCB's switches & sockets, F1. Tube, tube holders, HPSV lamps, Other lamps required for the fixtures installed, condenser, igniters, starters, cable jointing kits, insulation tape and all other consumable materials. Nothing extra is payable on account of the materials





required to maintain the electrical installation. However dismantled materials shall be retained by agency & credit for the same may be considered in their quoted rated.

11. The agency has to arrange T&P's required for the work at site.
12. Safety of the staff employed will be the responsibility of the agency who must insure the staff adequately. NDMC will not be responsible for any mishap, injury /death of the staff.
13. The agency will maintain attendance register of the staff, which will be checked by the junior Engineer/Asstt. Engineer (E)/Ex. Engineer (E).
14. All the equipment and installations shall be maintained in neat and clean condition. The safety and security of installation shall be the responsibility of the agency.
15. The scope of work includes comprehensive maintenance of installations including the works such as overhauling/ rewinding of exhaust fans/ fixtures repairs/ replacement of switch gears, boards, rising mains and accessories, or any other minor/major repair for which part of the machine, installations, is to be sent out for repair/testing shall be arranged by the agency. Painting of electrical installation such as feeder, Lighting or other items has to be done once in a year with superior quality one/two coats of paint as per instructions of Engineer-in-charge. The decision of the Engineer-in-charge shall be final and binding.
16. Any damage caused to the fittings/switch gears/installations/ machinery as a result of execution of this work shall have to be made good by agency at his own risk and cost.
17. The work may be closed at any time without assigning any reason and no claim of the agency shall be entertained.
18. Work shall be carried out as per General Specification of CPWD of the works amended upto date.
19. The agency shall submit the name, address & character certificate of the worker/staff employed by them at the site of work to the Engineer-in-charge before start of the work.
20. The agency shall submit the attested photocopy of wireman/electrician license & show the wireman's license in original of wireman employed by them to the Engineer-in-charge before the start of the work.
21. The consumables/materials will be replaced by the same make/model as installed. If the agency want to use some other make/model, the same shall be got approved by the Engineer-in-charge, but this will be applicable only in exceptional case on merit of the case.





**V(B)-DG SETS**

1. The scope of work comprises the maintenance and operation of the installations as per the inventory list attached along with all accessories like allied pumping system of both fuel and water, the auxiliary panels, cabling etc. unless and until specifically excluded.
2. For the Comprehensive AMC of the D.G. set the agency shall engage the respective manufactures of the equipment only.
3. The agency has to depute following trained staff in 3 shift duty round the clock. The duty hours can be changed as per direction of Engineer-in-charge.
  - a) E&M operator -01 Nos. in DG area from 8 Am to 8 AM (Round the clock –in three shifts)
  - b) Service Engineer weekly.
4. The DG set installations operation shall be maintained round the clock on all days of the month including Sundays & holiday and weekly rest of the staff shall begin on making alternative arrangement. To which no extra payment shall be made.
5. In case of emergency the staff may have to work beyond normal working hours, for which do extra payments shall be made by the department.
6. In case of absence of staff from duty, the following recoveries shall be made from the agency as per Annexure-IV.
7. The Log Book, complaint Register, maintenance records shall be maintained by the staff of the agency. All the registers, log book shall be supplied by the agency for which no extra payments will be made by the department.
8. The Engineer-in-charge has the right to remove/ terminate the service of any workers without assigning any reason. Even the contract can be terminated at any time without assigning. The agency shall have no claim on such occasion.
9. The worker can be deployed in shifts as per requirement as per discretion of the Engineer-in-charge.
10. If the behavior of any worker is not found satisfactory, the agency has to change the staff within 3 days, failing which the Engineer-in-charge has to power to cancel the contract, and the agency shall have no claim of compensation.
11. The staff should wear set of uniforms and nameplate, which shall be supplied by the agency.
12. The agency has to for nothing extra shall be paid to the agency by the deptt in case of any rate.
13. The agency has to ensure that sufficient fuel (HSD) is available at all times in all the tanks including the main tank. The payment for diesel shall be made on actual basis as per log book on production of bills.





14. The agency has to arrange T&Ps required for the work at site.
15. Safety of the staff employed will be the responsibility of the agency who must insure the staff adequately. This office will not be responsible for any mishap, injury or death of the staff.
16. The agency will maintain attendance records of the staff, which will be checked by the Junior Engineer/Assistant Engineer (E)/ Ex. Engineer (E).
17. All the equipment and installations will be maintained in neat and clean condition watch and ward of the installations and materials will be the responsibility of agency.
18. The scope of work includes operation and day to day maintenance of installations i.e. cleaning of all part, oil level, lubrication level, batteries terminal & water i/c recording of all parameters. In case of repairs the agency shall arrange additional skilled staff within his quoted rates and without any extra cost. The decision of the Engineer-in-charge shall be final and binding.
19. 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.
20. Any damage caused to the fittings/switch gears/installations/machinery as a result of execution of this work shall have to be made good by the agency at his own risk and cost.
21. The work may be closed at any time without assigning any reason and the department shall entertain no claim of the agency on this account.
22. The DG sets is to be operated in failure of main supply, testing of D.G. sets & as and when required by the department.
23. The work shall be carried out as per CPWD specifications for the work amended upto date.
24. The agency shall submit the name, address & character certificate of the worker/staff employed by them at the site of work to the Engineer-in-Charge before start of the work.
25. The agency shall submit the attested photocopy of wireman/electrician/other relevant license & show the license in original of operators employed by them to the Engineer-in-Charge before the start of the work.
26. The staff deployed by the agency should have a minimum two years of experience in the trade.
27. The consumables/materials will be replaced by the same make/model. The preventive maintenance of all the equipments in this sub head shall be strictly as per the O&M prescribed schedule which shall be got approved from the Engineer in Charge before start of work.
28. Operation and maintenance of emergency panel having 1/c no. 63 amp. 4 pole mcb type isolate 18 nos. Outgoing, 10/16 amp, single pole mcbs (10kv) including periodical cleaning





checking of nuts and bolts, replacement periodical testing and bolts, replacement periodical testing and calibration protection system, regular checking of overheating of any part & thimbles, required etc and as per the scope mentioned in the tender document & as per the scope mentioned in the tender document & as per the requirement for proper functioning of the emergency lighting panel.- 2 SETS

29. Operation and maintenance of ups panel having i/c 100 amp, 4 pole mccb, i/c 200 amp 4 pole mccb and outgoing of 4 nos. 32 amp tpm mcbs, 6nos , 20 nos, double pole mcbs including periodic cleaning, checking of nuts and bolts, replacement periodical testing and calibration protection system, regular checking of overheating accessory as required etc and as per the score mentioned in the tender document as per the requirement for proper functioning of the ups panel-1 SET
30. Operation and maintenance of silent type 380 kva, 415 volt, DG set with diesel engine (cummins) with alternater of 380 kva (stamp ford radiator water cooled including batteries with leads and terminal silencer, oil tank complete with amf panel including periodic cleaning,checking of nut and bolts,replacement periodicaltesting and calibration, protecting system, regular checking of any over heating of any part and thimbles,replacement of any other accessories as required etc. and as per requirement for proper functioning of the silent type DG set inclusive of B-check and Mobil oil.-2 SETS
31. Operation & maintenance of 20/25 kva, igbt true, 'online' delta conversion ups system with 425 ah sharing configuration consisting of maintenance free batteries suitable for 30 mins. Along with battery rack, inter connecting cable load between cleaning, checking of nuts and calibration protection system, regular checking of over-rating of any Other accessories as required etc and as per the scope mentioned for proper functioning of the ups system.





V(C) - Air Ventilation System in Service Corridor

1. SCHEDULE FOR PREVENTIVE MAINTENANCE

**Technical and Commercial terms and conditions:-**

- a) The contractor must visit the site before quoting the rates and rates should be inclusive of all taxes including work contract tax etc.
- b) The contractor must give the offer for comprehensive maintenance of complete Air Ventilation System servicing of Air Washer Fans, Air Washer Pumps, Reversible Fans, Dual Speed Exhaust Fans and Jet Fans etc. including greasing and lubricating etc. as per the schedule of equipments for five years from the date of taking over the site.
- c) The Air Ventilation System should be checked regularly and services as per the Preventive maintenance schedule attached i.e. servicing of Air Washer Fans, Air Washer Pumps, Reversible Fans, Dual Speed Exhaust Fans and Jet Fans etc. including greasing and lubricating etc.
- d) Contractor should provide all spare/consumable items. In case of defect occurred due to worn out condition, the expenditure to rectify the fault would be borne by the agency. Otherwise all consumable and operational parts will have to be provided by the contractor during the contract period.
- e) The contractor shall be fully responsible for smooth functioning of Air Ventilation System and any other work required to make the plant fit for operation and shall have to be carried out by the contractor within the quoted rates.
- f) Replacement of Starters, Relay, Contactor, Timer, Selector Switch, MCB's, Wiring, Connectors, Ammeter, Volt Meter, Indication lamp, etc. complete electric control panel including repairing etc. is covered in the contract and the contractor shall be responsible for the same.
- g) Items / equipments mentioned in the schedule of work shall be covered under the purview of maintenance contract. These shall also include other internal items (small items not specifically mentioned), but required for smooth functioning of system forming part of the Air Ventilation System in Service Corridor.
- h) The work should be done strictly as per specification / preventive maintenance schedule of work.
- i) Old material wherever replaced with new shall be retained by the contractor during the maintenance contract.
- j) The contractor shall provide all necessary spare parts and T & P required for maintenance of Air Ventilation System.
- k) The NDMC shall not be responsible for any financial loss or any injury of major/minor accident with company's staff deputed for the work under the contract.
- l) Metered electricity and water will be provided by NDMC for servicing, repairing and testing etc. of Air Ventilation System.
- m) The work shall be carried out as per CPWD specifications 2005 (Elect.) with up to date corrections slips and CPWD specifications for HVAC System 2004.
- n) Contractor shall maintain the maintenance book / register in which the entries should be made after carrying out routine maintenance.
- o) Payment: - The contractor will be paid maintenance charges on quarterly basis after rendering satisfactory service and submission of **monthly report**, without the report pro-rata deduction will be made for the period from the bill.
- p) The Performance guarantee shall be returned only after completion of the O&m period and handing over the Ventilation system in proper working condition as taken at start of the contract.





- q) Contractor will use ISI mark / equivalent genuine material at site and Engineer-in-charge at site is at liberty to see the bill and other documentary proof.

## **2. Schedule of preventive maintenance**

### **a) Fortnightly Check**

- i. To check and attend to all rotating machinery for any abnormal sound during operation.
- ii. To check and replace the electric items / equipments which will fall defective during the week.
- iii. To check all V. Belts and tight if required.
- iv. To check all connections of motors and tight if required.
- v. To check the operation of all starters and their protections.

### **b) Monthly Check.**

- i. To check and maintained all air washers fans, pumps, reversible fans, dual speed exhaust fans and jet fans with their starter.
- ii. To check and grease / oil if required to all rotating mechanical parts.

### **c) Quarterly Check**

- i. To check and grease / oil if required to all rotating mechanical parts.
- ii. To check all coupling arrangement and replace rubber bushes coupling nuts / stud and bolts.

### **d) Half Yearly Check**

- i. To wash all filter.
- ii. To replace V-belts if required.
- iii. To top up the oiling & greasing.
- iv. To check and set the overload of all the starters.
- v. To check all the contractors of starters, de-carbonised and replace movable / fixed contracts if requires.
- vi. To repair all broken insulations.

### **e) Annually Check**

- i. To clean the all motors, starters, pumps, blowers and RE fans.
- ii. To service all pumps, motors, starter.
- iii. To check alignment of all motors and pumps sets.
- v. To take insulation resistance test for all motors and cables.
- vi. To take earth test for its continuity.



**V(D)- Air Conditioners**

**1. Operation Contract: -**

- a) One no. AC operator is to be posted to operate the 13 nos. split type AC's in three shift duty round the clock (total 3 General + 1 reliever = 4 nos.) installed at Control room / Battery room in the Palika parking. The operators should will conversant with the operation of the split type AC's and should be able to remove minor defects in the AC's during operations.
- b) The operators should also have ITI certificate or W/man License with minimum 07 years experience in the trade of AC/Electrician and refrigeration. The operators shall also be responsible to look after the working of split type AC's and its outdoor units installed at Control room / Battery room in the Palika parking.
- c) The contractor shall also take care of weekly rest, Sunday and National holiday for the operators.
- d) The contractor shall be responsible for safe and proper operation of split type AC's and its outdoor units and will bear all the losses/damages caused due to negligence on the part of operational staff deputed by the contractor.
- e) The contractor shall maintain the log books in the AC's. These log books should be produced whenever demanded by the Engineer –in –Charge. All filled up log books shall be handed over to the Engineer-in-Charge and the same will remain the property of NDMC forever.





**LIST OF MINIMUM EQUIPMENTS, TOOLS & TACKLES TO BE DEPLOYED**

S.no	Tools and Equipments	Minimum Required No.	Recovery Rate per day per equipment (If not available/out for more than 2 days)
1	Foldable ladder extendable upto 8 m	3	Rs.400
2	500 V megger and 1000 V earth megger – 2 Nos.	2	Rs.200
3	2.5 KV/ 5 KV Megger	1	Rs.200
4	1.1Kv & 11 KV grade Hand gloves	As per requirement	Rs.200
5	Crimping tool	As per Requirement	Rs.200
6	Water testing kit	1	Rs.400
7	Necessary tools and tackles including , garbage trolleys, safety devices etc. for cleaning and maintenance.	As per requirement	-
8	Necessary tools for IEI repair work	As per requirement	-
9	Necessary tools for plumbing work	As per requirement	-
10	Necessary tools for clear clogging of drainage line & catch pits.	As per requirement	-
11	Discharge Rods	3	Rs. 200
12	Hi-Pot Machines	3	Rs. 200
13	Tools kits & L-N Keys	3	Rs. 200
14	Vacuum Cleaner for cleaning of Electro-mechanical Installation, Cables, Cable trays, fire equipments etc.	3	Rs. 500
15	Microprocessor based Relay Tester	2	Rs. 200
16	High pressure jet	3	Rs. 500
17	Necessary tools for repair of CCTV, PA & Access Control System.	As per requirement	-
18	Dewatering pump	3	Rs 800
19	Sludge Sucking Machine	2	Rs 1000

Note:- Any other tools or equipments required to carry out O&M as per scope defined in this RFP shall be arranged by agency & nothing shall be extra paid for it.



Annexure-'C'DETAILS OF QUALIFICATION AND EXPERIENCE OF MINIMUM PERSONNEL TO BE  
DEPLOYED

POSITION	MINIMUM QUALIFICATION	MINIMUM NOS. OF YEARS OF EXPERIENCE IN RELEVANT FIELD	MINIMUM MANPOWER TO BE DEPLOYED	NATURE OF EXPERIENCE	Recovery rates  Per day for Non- Deployment of the required Minimum Manpower
Manager Technical	B.E. (Electrical)	8	1	Maintenance work (Electromechanical)	2000/-
Engineering Supervisor	Degree / Diploma  (Elec)	3	1	Electrical	1500/-
Engineering Supervisor	Degree/ Diploma (Mech)	3	1	Mechanical	1500/-
Engineering Supervisor	Degree/ Diploma (electronics & communication)	3	1	electronics & communication	1500/-
Electrician	I.T.I. (Elect.)	8	4	Internal Electrical work, Fire control etc.	800/-
D.G. Operator	I.T.I.	8	4	DG Operation & Maintenance	800/-
Ventilation operator	I.T.I (air conditioning)	8	3	Airwasher & ventilation fans O&M	800/-
Pump Operator	Diploma / I.T.I.	5 / 8	6	Water & Irrigation pump house and sump pumps	800/-
Pump Operator (additional for	Diploma / I.T.I.	5 / 8	9	Water & Irrigation pump house and	800/-



15 <sup>th</sup> june to 15 <sup>th</sup> sep. during rainy season every year)				sump pumps	
Fitter	I.T.I	4	3	Plumbing work	800/-
Housekeeping Supervisor	Dip in Hotel Management / House Keeping Mgmt	3	3	House Keeping	800/-
Housekeeping Boys	-	2	26	For Housekeeping & Upkeeping	700/-
ALM/Khallise	8 <sup>th</sup> Pass	2	8		700/-
Security guard	10 <sup>th</sup> Pass	2	36	For Security	700/-
Supervisor for Security Staff	Degree/Diplom a	2	6	For security Service Supervision	1000/-
Monitoring staff CCTV, PA & Access control system	Diploma holder / Graduate	2	3	Security services	800/-
Technician for CCTV, PA & Access control system	Diploma holder	2	3	CCTV, PA & Access control system	800/-



Inventory Details of Service Corridor

Table-I

Structural Dimensions of Service Corridor and its Premises

Project : Redevelopment of Connaught place				
S.No	Description	Length	Breadth	Height
1	Service Corridor (Area of Bottom Surface )			
a	A-G Segment	247.963	6.6	
b	B-H Sefment	240.482	6.6	
c	C-K Segment	120.254	6.6	
d	D-L Segment	123.378	6.6	
e	E-M Segment	233.14	6.6	
f	F-N Segment	255.68	6.6	
2	Service Corridor Wall			
a	A-G Segment	247.963		6.95
b	B-H Sefment	240.482		6.95
c	C-K Segment	120.254		6.95
d	D-L Segment	123.378		6.95
e	E-M Segment	233.14		6.95
f	F-N Segment	255.68		6.95
3	Transformer Rooms including Airwasher Bays Wall			
a	RR-1	165.68		6.95
b	RR-2	92.63		6.95
c	RR-4	93.57		6.95
d	RR-5	118.53		6.95
e	RR-6	90.97		6.95
f	G Block Courtyard	44		6.95
g	M Block Courtyard	44		6.95
h	N Block Courtyard	44		6.95



4	Transformer Rooms including Airwasher Bays (Area of Bottom Surface )				
	a	RR-1	41.76	13.8	
			10.6	3.15	
			4.385	3	
			10.73	3	
			5.95	2.6	
	b	RR-2	92.63	13.5	
			8.74	8.73	
	c	RR-4	30.28	9.15	
			6.1	5.32	
			5.3	5.4	
	d	RR-5	31.5	13.8	
			10.23	10.5	
			12.35	4.07	
			9.66	3.15	
	e	RR-6	30.25	13.65	
			8.93	3.95	
			6.82	4.235	
	f	G Block Courtyard	44	8	
	g	M Block Courtyard	44	8	
	h	N Block Courtyard	44	8	
5	Control Room				
	a	Control Room(Area of Bottom Surface )	Area=75.05 sqm		
	b	Control Room(Area of Wall )	Area=157.17sqm		
6	Battery Room		Area= 113 Sqm		
7	Granite				
	a	Staircase			
	b	Vent Shafts	Area= 2710.9 sqm		
8	Garland Trench		3534.11		



<b>9</b>	<b>Feeder Corridor Wall</b>	
A	Shivaji stdm. (2500x2500mm)	75
B	RR-4 (2500x2500mm)	46
C	RR-6 (3500x3500mm)	64
d	RR-2 to RR-1 (3500x3500mm)	50
E	RR-7 (2500x2500mm)	84
F	G -BLOCK (2500x2500mm)	130
<b>9</b>	<b>Feeder Corridor Bottom Surface</b>	
A	Shivaji stdm. (2500x2500mm)	75
B	RR-4 (2500x2500mm)	46
C	RR-6 (3500x3500mm)	64
d	RR-2 to RR-1 (3500x3500mm)	50
E	RR-7 (2500x2500mm)	84
F	G -BLOCK (2500x2500mm)	130



Table-IIInventory Details of Drainage works

SL. No.	Description of items	Unit	Quantity Executed
	<b>DRAINAGE WORK</b>		
1	Brick masonry Catch Pits in service corridor	Each	27
2	Non-clog submersible type dewatering pump for service corridor 2.5 HP	Each	54.00
3	Dewatering pump for service corridor KSB make- 20 HP	Each	8.00
4	Dewatering pump for Panchkuian Road pump station KSB make - 20 HP	Each	3.00
5	Dewatering pump for service corridor KSB make -12.5 HP	Each	4.00





Table-III

**PA SYSTEM**

Item No.	Description of Item	Unit	Qty
<b>F</b>	<b>PA SYSTEM</b>		
1	Network controller shall be a control unit for a public address & emergency sound system. It shall control and route up to 28 simultaneous audio channels on a fibre optical network, with audio signals comprising e.g. announcements made via call stations or background music from a connected CD-player. The network controller shall have an RJ-45 Ethernet connection for connecting a configuration PC, directly or via an Ethernet network. After the configuration the network controller shall be able to run stand-alone as required without PC, although it shall be possible to keep the network controller connected to the network or PC for additional functions, such as logging of call and fault events , with necessary software along with license with all accessories	Each	1
2	Control unit for automatic changeover from Main Controller to Slave Controller in case of failure of Main Controller ,	Each	1
3	1 X 500 watt amplifier, 19" rack mountable, 2 X 16 character display for monitoring, 8 control inputs, 2 audio inputs, Automatic Changeover to standby Amplifier	Each	11
	<b>MUSIC PLAYER</b>		
4	Professional 5 CD changer for continuous playback	Each	1
	<b>RACKS</b>		
5	19" Equipment Rack 42U for housing Controller, Amplifiers and Music Source with 1U blank panel spacing, with power strip, cable manager	Each	2
	<b>COMPUTER</b>		
6	PC Control Software along with Desktop PC of Core 2 Duo , 2 GB Ram, 160 GB HDD, DVD RW, 19" LCD Monitor , Mouse , Keyboard for complete administration of PA system, programming and monitoring of Controller, amplifiers, call station, zone setting, priority etc.	Each	1
	<b>CALL STATION</b>		
7	Digital Remote Call Stations suitable for 12 zones & upto 600 meter with High Quality Condenser Microphone on gooseneck, with press to talk switch with all accessories	Each	1
8	Remote Call Station Interface for Connecting Digital Call Station Via CAT 5/ fibre Cable	Each	1
	<b>SPEAKERS</b>		
9	Ceiling Mount speaker with back box ,Max power 9 W with three tap changer 6/3/1.5 watt . Mounting Clamp, front Metal Grill, with fire dome from same make as of speaker Built in LMT of 100 Volt rated input	Each	188
10	20 watt rated power pendant type sound projector Loudspeaker with 99 DB max Sound Pressure Level, water and dust protected to IP 65	Each	1
	<b>SWITCH &amp; UPS</b>		
11	20 KVA on-line UPS with 2 Volt SMF Battery for 1 hour back-up time	Each	1
	<b>CABLE , CONDUIT &amp; IT'S ACCESSORIES</b>		
12	Plastic Fibre Network cable assembly 50 meter	Meter	5
13	Plastic Fibre Network cable assembly 5 meter	Meter	5
14	Plastic Fibre Network cable assembly 0.5 meter	Meter	11



15	CAT-6 LSOH Unarmoured cable	Meter	1608
16	25 mm <b>MS conduit</b>	Meter	4137
17	6 Amp.MCB	Nos.	11

Item No.	Description of Item	Unit	Qty.
<b>ACCESS CONTROL</b>			
<b>CONTROLLER</b>			
1	Controller 64 with Software License , with Battery & Battery charger with Remote interface module	Each	1
2	I-class Biometric Reader	Each	62
3	Smart card reader	Lot	62
4	Photo Id Smart Card with 16K X16K memory with 16 application areas , with colour printing, lanyard with holder	Lot	500
<b>EMERGENCY SWITCH , LOCKS</b>			
5	Emergency Break Glass Switch	Each	31
6	Electric latches, suitable for Iron Doors, with open/close door sensor	Each	31
<b>SERVER /WORKSTATION</b>			
7	19" Rack mount Xeon Processor with 1GB RAM, dual mirrored 500 GB HDD for OS,DVDRW., 19" TFT Monitor	Each	1
<b>CABLE , CONDUIT &amp; ACCESSORIES</b>			
9	LSOH, CAT-6 un-aramoured	Meter	50
11	19c x 1.5sqmm for access control cable	mtr.s	1060
12	14c x 1.5sqmm for access control cable	mtr.s	1228
13	7c x 1.5sqmm for access control cable	mtr.s	1228



Item No	Description of items	Unit	QTY
	<b>CCTV SYSTEM</b>		
1	High performance 1/3" CCD or better C/CS mount with 5-50mm IR varifocal lens, Auto Iris, flicker less, suitable for day & night, wall/pole mounted Analogue color camera with Dual stream MPEG-4 encoder-SFP Port or alternative IP camera SFP Port with dual stream in IP 66 vandal resistant housing suitable for indoor purpose, suitable for humid /moist area with suitable power supply /adaptor complete (For Inside The Tunnel)	Nos.	79
2	High end 19" rack mountable Server computer (for NVR / Camera Server) working in redundant configuration with hot with all accessories like Windows pre loaded & recovery CD, digital keyboard, audio speakers, 19" TFT monitor, necessary video management software with necessary license for the required number of cameras	Nos.	1
3	19" Rack mountable Workstation (Client PC) with all accessories like windows preloaded & recovery CD, digital keyboard, optical scroll mouse, audio speakers, 19" TFT monitor display with quad graphics card etc.	Nos.	3
4	High end Server computer (for <b>Database Server</b> ) working in redundant configuration / failsafe operation, each complete with all accessories like Windows pre loaded & recovery CD, digital keyboard, audio speakers, 19" TFT monitor	Nos.	2
5	NAS for storing 150 cameras for 10 DAYS @ 4CIF, 25FPS Main 40 TB usable Capacity	Nos.	1
6	19" Rack Mountable layer-3 managed fast Ethernet 24 port and 32 gigabit Ethernet, 24 SFP (24POE)	Nos.	1
7	4c Single Mode Optic Fibre Communication LSOH armoured Cable	Mtr	18441
8	3C x 2.5 sq.mm Copper conductor PVC insulated LSOH unarmoured cable	Mtr	2800
9	3C x 2.5 sq.mm Copper conductor PVC insulated LSOH armoured cable	Mtr	8138
10	48 Port Fibre Panel (LIU)	Nos.	1
11	<b>Optic Fibre Patch Cord</b> Single mode, for connecting OF cables.	Nos.	1
12	25 mm <b>16 SWG MS conduits</b>	Mtr	2132
13	50 mm HDPE pipe	Mtr	868
14	IP 65 weather proof Junction Boxes	Nos.	79
15	19" 42U rack for server, workstation with exhaust fan, cable manager, power strip, power supply, trays etc suitable for indoor area, with Proper Lock & Key.	Nos.	1
16	Control Room console for 42" & 19" TFT Monitor	Nos.	3
17	5 meter GI 100 MM Pole with base plate.	Nos.	10
18	6 amp MCB for the powering of Cameras	Nos.	79
19	19" Rack mountable layer2 managed fast ethernet 24 port	Nos.	5
20	MEDIA convertor	Nos.	164



Table-IV

**Inventory for Mechanical Air Ventilation system**

Item No.	Description of Item	Unit	Qty.
	<b>VENTILATION SYSTEM</b>		
1	AIR INTAKE FANS (Reversible), 6000 cfm	Nos.	26
2	AIR EXTRACT FANS (Uni Direction, 2 speed), 6000 / 12000 CFM	Nos.	41.00
3	IMPULSE JET FANS HDG construction including silencer. 3240CFM	Nos.	39.00
4	Platform Mounted Horizontal Air Washer, 6000 CFM	Nos.	20.00
5	Intake/ Exhaust 6 G SS-304 louvers with Bird Screen	Sqm	125.00
6	22 G GI ducts	Sqm	3719
7	<b>PVC insulated, steel armored, 1100 v grade power cables</b>		
A	3C X 10 mm <sup>2</sup>	Meter	1149.00
B	3C X 6 mm <sup>2</sup>	Meter	4027.0
C	Multicore armored copper 1.5 mm <sup>2</sup>	Meter	705.00
8	8 SWG GI wire	Meter	7244.00
9	Electrical Starter Panels for Fans and Airwashers.	Nos	33
10	Flexible Duct Connectors	Nos.	78.00
11	Double Louver Opposite Blade Double Deflection adjustable aluminium grill with aluminium anodised damper	Sqm	26.28
12	G.I. Volume Control Damper	Sqm	2.00
13	GI Bird Screen with 25mm flange.	Sqm	11.30
14	Axial type Exhaust Fan of 1500 CFM, 15" dia, 900 Rpm, 1-ph.	Nos	1
15	Axial type Exhaust Fan of 3000 CFM, 18" dia, 900 Rpm, 1-ph.	Nos	4
16	Double pole MCB's of 6 Amps	Nos	5
17	D.P. sheet steel enclosure (MCB Box) to house DPMCB's of 6 Amps	Nos	5



**Inventory for Electrical Works**

Sr. No.	DESCRIPTION OF WORK	QUANTITY
1	Operation and maintenance of emergency panel having 1/c no. 63 amp. 4 pole mcb type isolate 18 nos. Outgoing, 10/16 amp, single pole mcbs (10kv) including periodical cleaning checking of nuts and bolts, replacement periodical testing and bolts, replacement periodical testing and calibration protection system, regular checking of overheating of any part & thimbles, required etc and as per the scope mentioned in the tender document & as per the scope mentioned in the tender document & as per the requirement for proper functioning of the emergency lighting panel.	2 SETS
2	Operation and maintenance of ups panel having i/c 100 amp, 4 pole mccb, i/c 200 amp 4 pole mccb and outgoing of 4 nos. 32 amp tpm mcbs, 6nos , 20 nos, double pole mcbs including periodic cleaning, checking of nuts and bolts, replacement periodical testing and calibration protection system, regular checking of overheating accessory as required etc and as per the score mentioned in the tender document as per the requirement for proper functioning of the ups panel.	1 SET
3	Operation and maintenance of silent type 380 kva, 415 volt, DG set with diesel engine (cummins) with alternater of 380 kva (stamp ford radiator water cooled including batteries with leads and terminal silencer, oil tank complete with amf panel including periodic cleaning,checking of nut and bolts,replacement periodicaltesting and calibration, protecting system, regular checking of any over heating of any part and thimbles,replacement of any other accessories as required etc. and as per requirement for proper functioning of the silent type DG set inclusive of B-check and Mobil oil.	2 SETS
4	Operation & maintenance of 20/25 kva, igt true, 'online' delta conversion ups system with 425 ah sharing configuration consisting of maintenance free batteries suitable for 30 mins. Along with battery rack, inter connecting cable load between cleaning, checking of nuts and calibration protection system, regular checking of over-rating of any Other accessories as required etc and as per the scope mentioned for proper functioning of the ups system.	2 SET





5	Operation and maintenance of surface / pendent / ceiling mounted lighting fixture including replacement of all defective cfl lamp/ fl tube, ballast, ingiter, driver and rechargeable ni-cd battery etc.	62 NOS 20 NOS 1215 NOS
6	Operation and maintenance of split a/c's 1.5 tonne/2 tonne installed for control room including replacement / repair of all defective parts and preventive maintenance complete as required. 8nos 1.5 tonne and 5 nos 2.0 tonnes along with 13 nos of stabilizers.	13 NOS
7	Operation & maintenance of ventilation system of following including replacement / repair of all defective parts including motors and preventive maintenance etc complete as required.  1. Air intake fans (reversible), 6000 cfm. 2. Air extract fans (unti direction, 2 speed, 6000/12000 cfm. 3. Impulse jet fans. 4. Platform mounted Horizontal air washer, 6000cfm. 5. Electrical panel-operation and 17 maintenance of control panels/ ELECTRICAL PANELS OF AIR WASHER UNIT INCLUDING REPLACEMENT / REPAIR OF defective parts and preventive maintenance complete as required.	26 NOS 41 NOS 39 NOS 20 Nos  33 NOS
8	Operation & maintenance of lighting panel having I/C 1 no. 63 Amp. 4 pole MCCB (10 KV), 2 no. 63 Amp. 4 pole Amp(10KV), I/C 3 63Amp. 4 pole MCB 10(10KV), 3 nos. 63Amp. 4 Poles contractor having outgoing 24nos. 10/16/32 single Pole MCB(10 KV) including periodical cleaning, checking of nuts and bolts, replacement periodical testing & calibration protection system, regular checking of over heating of any part & thimbles, replacement of any accessory as required etc and as per the scope mentioned in the RFP & as per the requirement for proper functioning of the lighting panel.	



**TECHNICAL BID**

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**FINANCIAL BID**

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MINUTES OF PRE-BID CONFERENCE

A handwritten signature in blue ink, consisting of a stylized 'A' or '4' with a horizontal line through it.



COMMUNICATION WITH BIDDERS

A handwritten signature in blue ink, consisting of a stylized 'K' or similar character, located at the bottom center of the page.