



**PROJECT DEPARTMENT
NEW DELHI MUNICIPAL COUNCIL
PALIKA KENDRA : NEW DELHI**

TENDER NOTICE

SUBJECT: Hiring, Operation & Maintenance of 4 Nos. jetting cum suction sewer cleaning machines with water recycling technology

Date of release of tender: 22.12.2014

Last date and time for sending queries: 29.12.2014 by 10:00 am

Date and time of Pre-Bid meeting: 29.12.2014 at 03:00 pm

Venue: Office of the Director(Project), 7th Floor, Palika Kendra, New Delhi

Last date/time for receipt of tender: 15.01.2014 by 03:00 pm

Place of Bid Submission: Office of the Director(Project), 7th Floor, Palika Kendra, New Delhi

Mail address for queries/clarifications: director.project@ndmcmail.gov.in

Further details can be seen at <https://www.ndmc.gov.in>

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Subject: Hiring, Operation & Maintenance of 4 Nos. jetting cum suction sewer cleaning machines with water recycling technology

OBJECTIVE :

- NDMC is maintaining internal /peripheral sewer and trunk sewers of various sizes/capacities within the jurisdiction of NDMC
- In order to regularly de-silt the sewer lines and efficiently attend to the complaints of blockages / chokages of these sewer lines, high pressure suction cum jetting cum sewer recycling machines are proposed to be deployed under this contract. The primary objective is to have efficient preventive de-silting system which should reduce complaints of blockages/chokages.
- These machines shall be suitable for operation under all seasons of Delhi and
 - o Actually remove silt from the sewer lines thus reducing the no. of choke-up calls
 - o Internally recycle the sewer water sucked into the machine and use the recycled water for jetting purpose – thus saving precious freshwater that would otherwise be used for jetting
 - o Save time wasted in multiple shifts required to empty the debris tank and fill freshwater
 - o Clear obstructions and blockage from sewer lines of the lanes / by lanes as and when required.



Technical Eligibility Criteria

- (1) Must have operated at least 3 jetting cum suction sewer cleaning machines with water recycling technology having minimum container capacity of 6000 Ltrs. for at least one year for a Govt./Semi-Govt. department in India during the past 5 years from the date of issue of this RFP. These machines should be in operation currently in any Govt. department / Semi-Govt./ Govt. autonomous organizations in India. A client certificate, of successful operation by bidder, is required.
- (2) The bidder shall arrange for demonstration of Jetting cum suction Machine with Sewage Water Recycling System having minimum container capacity of 6000 Ltrs., as per tender specifications, to the Engineers of New Delhi Municipal Council, anywhere in India within 7 days from the date of intimation by NDMC; failing which the bid will be treated as non-responsive and liable to be rejected without opening of the price bid. The cost of visit (if outside Delhi) shall be borne by the bidder.



Financial Eligibility Criteria

The firm must fulfill the following financial eligibility criteria

Financial Eligibility

- Minimum average annual turnover(from similar works) of the bidder in past 3 years i.e. FY 2011-12, 2012-13 and 2013-14 to be Rs. 10 Crores.
- Minimum Net Worth of the firm as on 31st March 2014 to be Rs. 5 Crores.
- Profit before tax should be positive in at least 3 (THREE) years, out of last 5 (FIVE financial years) ending on 31st March 2014.
- Bidder shall submit along with the bid details of all pending litigation.
- Bidder must have successfully completed following works during the last five years from the date of issue of this RFP
 - i. One similar work costing not less than Rs. 43 crores
or
 - ii. Two similar works costing not less than Rs. 32 crores (each)
or
 - iii. Three similar works costing not less than Rs. 21 crores (each)

Note: Similar works would includeworks related to Hiring/Operation/Maintenance of Sanitation Vehicles e.g. sewer cleaning machinery, transportation(conservancy/scavenging works/vehicles), will only be considered. This should be verified by the Auditor of the bidder.

Other Information

- The performance certificate(s) provided by Bidder towards fulfillment of technical eligibility criteria (For machine (s) working in India) must **be submitted duly certified by appropriate authorities at the level of Executive Engineer or equivalent or above**. Further, the performance certificate should clearly specify:
 - Name of firm to which certificate is issued
 - Relationship with Government Body
 - The certificate issuing Govt. / Semi Govt. body is satisfied with the machine performance
 - The total time period of satisfactory operation (in Years).
 - The contract / order Value & award date.
 - Contact details of the issuing authority.
- This present tender is for hiring of 4 nos. of machines, but the supply order can be increased to 8 nos. machines as per requirement of NDMC. The bidder will be required to arrange the additional machines on the approved unit rates and terms of contract. Time of 6 months will be given separately for the extended order of supply if decided by NDMC.
- The contract is for 10 years from the date of induction of all the machines and it can be extended. After completion of 10 year contract period, the working efficiency of the machine(s) will be re-assessed. In case NDMC is satisfied with performance of the machines, it may, at its sole

discretion allow continual engagement of such machines on mutually agreed rates, terms and conditions upto the permitted life of the machine/chassis as per norms of Transport Department, Delhi.

- **Pre Bid Conference:** NDMC will host Pre-Bid Conference in the Office of Director(Project). The representatives of the interested organizations may attend the pre-bid conference at their own cost.
- **Bidder Enquiries & NDMC's Responses:** All enquiries from the bidders relating to this tender must be submitted through email exclusively to the contact person notified by NDMC. In no event will NDMC be responsible for ensuring that bidders' inquiries have been received by NDMC.

NDMC will endeavor to provide a complete, accurate, and timely response to all questions to all the bidders. However, NDMC makes no representation or warranty as to the completeness or accuracy of any response, nor does NDMC undertake to answer all the queries that have been posed by the bidders. All responses given by NDMC will be distributed to all the bidders.



- **NDMC's Right to Terminate the Process:** NDMC makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone.

NDMC does not bind itself to accept the lowest tender or the whole of the tender and reserve the right to reject any or all the tenders without assigning any reason for the rejection. It reserves the right to accept any tender in whole or in part thereof.

This RFP does not constitute an offer by NDMC. The bidder's participation in this process may result in NDMC selecting the bidder to engage in further discussions and negotiations towards execution of a contract. The commencement of such negotiations does not, however, signify a commitment by NDMC to execute a contract or to continue negotiations.

- **Participation of the Bidders at the time of opening of Bid:** Bids would be opened as per schedule. Interested Bidder shall mark their presence during opening of bid.

The venue of the bid opening is:
Office of the Director(Project),
7th Floor, Palika Kendra, New Delhi

In the event of the specified date of bid opening being declared a holiday, the bids shall be opened at the appointed time and location on the next working day.

The Technical bids will be opened by the concerned officer/officers at the time and date as specified in the tender documents. All the Statements, documents, certificates, EMD submission copy etc., submitted by the Bidder will be verified for technical evaluation.

During evaluation of the bid, clarifications, particulars, if any, required from the bidders, will be obtained by addressing the bidders. The technical bids will be evaluated against the specified parameters / criteria, and the technically qualified bidders will be identified.

Similarly, at the specified date and time, the price bids of all the technically qualified bidders will be opened by the concerned officer/officers. Till the technical bids are opened, the identity of the bidders who participated in the tender is to be kept confidential.

- Tender shall be valid for 180 days from the date of bid submission. The NDMC reserves the right to reject any or all tenders without assigning any reason. Conditional tender shall not be considered.

Director(Project)



(A) Technical Specifications

i. TECHNICAL SPECIFICATIONS FOR HIGH CAPACITY SUCTION & JETTING UNIT WITH SEWAGE WATER RECYCLING SYSTEM FOR JETTING PURPOSES MOUNTED ON MINIMUM 25 T GVW TRUCK CHASSIS

The High Capacity Suction and Jetting Unit shall be a combined version suction and jetting machine with Sewage Water Filtering and Recycling facility for being re-used for High Pressure Jetting application, for cleaning of Sewer lines.

1. Vehicle Chassis:

This Vehicle Chassis on which High Capacity Suction & Jetting Unit is to be mounted shall have minimum 25 ton GVW & should deliver power required by the system. The bidder shall submit the power requirement calculation clearly mentioning power required during:

- a. Jetting
- b. Suction
- c. Jetting cum Suction cum Recycling operation

The Bidder must provide an assurance letter from the chassis manufacturer assuring (a) The load distribution characteristics of the offered recycling system mounted on chassis in line with chassis manufacturers' specifications & (b) Chassis after sales services will be provided in Delhi/NCR during the contract period.

2. Debris & Freshwater Tank

The tank for the high capacity suction & jetting unit shall be cylindrical in shape & shall be of 10,500 Liters (6500 liters sludge + 1000 liters fresh water + 3000 Ltrs recycling tank), and shall be fabricated out of 5mm thick stainless steel SS:304 plates.

The tank shall have a Capacity of 10,500 liters (6500 liters sludge + 1000 liters fresh water + 3000 Ltrs. recycling tank), and shall be mounted horizontally on the sub frame of vehicle chassis, strictly following R.T.O. norms. The tank shall be provided with suitable reinforcements to prevent tank from collapse & elongation in vacuum and pressure conditions.

The rear door of the tank shall be fabricated out of 5 mm thick stainless steel SS:304 grade plates. The opening & closing of the rear door shall be affected hydraulically. The rear door shall be provided with sight glasses for water levels. The rear cover shall be provided with 100 NB Ball Valve for drain off.

The tank shall be designed for 0.9 bar vacuum and tested for 1 bar pressure.

Suitable vacuum and pressure relief valve shall be provided suitably on the tank. The tank shall be divided into separate compartments for sludge, re-circulating water tank, clear water tank, and shall be provided with self cleaning back washing filters, cyclone, valves etc. associated

with filtration and re-cycling system.

The tank shall be provided with tipping arrangement to unload the silt/sludge accumulated in the tank. The tipping angle shall be minimum 30° to the horizontal & shall be operated using hydraulic system.

3. Jetting system

The jetting system shall comprise of high pressure pump to generate high pressure water jets with following parameters

In Jetting Mode: 390 LPM@150 bar.

The high pressure jetting pump shall use filtered water from the suctioned sewage + water sucked by the high capacity suction system, after filtering the same. The high pressure jetting pump shall use sewage sucked by the high capacity suction system after filtering the same to desired level of filtration required to run the high pressure jetting pump. The high pressure-jetting pump shall be reliable and insensitive to unclean water.

There shall be provision to adjust operating pressure and water flow rate.

4. High Pressure Hose

Combined Suction-cum-Jetting Hose boom

- Hydraulically swingable by 180° around the rear of the truck and forward telescopic movement by 1200mm.
- Allow for quick and easy setup at manholes even in awkward positions
- With brake
- The high pressure hose reel should be installed on the suction-hose-boom
- The Suction and high-pressure hose can be lowered in tandem into the sewer shaft
- Visual and audible warning in cab when boom not in travelling position
- Mounting Point on the boom for hanging rescue harness cable/winch

Suction hose reel 20 m DN 125 (5")

- Horizontally arranged on the sludge tank.
- Capacity for 20 m suction hose DN 125 (5").
- Reel driven by a hydraulic motor with hydraulically releasable multi-disc brake.
- Additional transport system with hydraulic motor on the boom or on the sludge tank.

High-pressure Jetting hose reel 120 m DN 32-on the boom

- Mounted on the combined boom
- With automatic cross feed system
- Hydraulically driven
- To be operated from the control panel / remote control

5.HighCapacity SuctionSystem

Vacuum Pump with Air Injection Cooling:-

The Vacuum Pump System incorporates an Air-cooled Positive Displacement Vacuum Pump developing an air handling capacity of minimum 4000 M3/Hr. daPa and capable of achieving vacuum upto 8000 MM WG (water column) during suction. This vacuum pump may be driven by a separate engine mounted with the machine skid. The entire assembly shall be mounted on a frame with vibration dampeners.

Technical Details of Vacuum Pump

Type	:	Positive Displacement Vacuum Pump
Cooling Arrangement	:	Air cooled
Air Handling Capacity	:	4000 M3/Hr. DaPa
Maximum Vacuum	:	80% Vacuum

6.Filtration&RecyclingSystem

The water required for high pressure Jetting System shall be provided by filtering the sewage sucked from the sewer manholes. These sewage shall be filtered and fed to the high pressure jetting pump using filter and water re-cycling system which shall be insensitive to the filtered water. The system should at least filter particles of size greater than 300 micron. Jetting using the filtered water should not damage the sewer lines.

The filtration capacity should be more than the jetting capacity so that jetting is carried out uninterrupted.

The unit should also be equipped with hydraulically operated dewatering pump to empty the sludge tank.

7.ControlPanel

All the gauges, switches, levers required for the operation of high capacity suction and jetting unit shall be grouped on the rear side of the vehicle.

8.Painting

The entire unit shall be painted with 2 coats of superior quality anti-corrosive primer with 2 coats of approved quality/shed paint.

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9. Accessories

Following accessories shall be supplied with each unit. Cost of which shall be included in the price bid.

- 1) Suction Hose 5" I.D. of 20 Mtrs. length - 01 No.
- 2) Jetting hose 32 mm I.D. 120 Mtrs. in single length: 01 No.
- 3) Jetting Nozzles:
 - a) De-choking nozzle- 1 No. forward jet & 6 nos. reverse jet
 - b) De-silting Nozzles(reverse jet only) – Flat Nozzle – 1 No.
 - c) Balance Nozzle/Bomb Nozzle – 1 No.

ii. TECHNICAL SPECIFICATIONS FOR HIGH CAPACITY SUCTION & JETTING UNIT WITH SEWAGE WATER RECYCLING SYSTEM FOR JETTING PURPOSES MOUNTED ON MINIMUM 16 T GVW TRUCK CHASSIS

1. Vehicle Chassis

For easy vehicle movement in the city limits & considering the narrow roads, the wheel base of the chassis should not be more than 3650 mm. with minimum 16 ton GVW & should deliver power required by the system. The bidder shall submit the power requirement calculation clearly mentioning power required during:

- d. Jetting
- e. Suction
- f. Jetting cum Suction cum Recycling operation

The Bidder must provide an assurance letter from the chassis manufacturer assuring (a) The load distribution characteristics of the offered recycling system mounted on chassis in line with chassis manufacturers' specifications & (b) Chassis after sales services will be provided in Delhi/NCR during the contract period.

2. Debris & Freshwater Tank

The tank for the high capacity suction & jetting unit shall be cylindrical in shape & shall be of minimum 6000 Litres capacity (or more). It shall be fabricated in two sections.

- Sludge section having a capacity of minimum 5000 litres. Fabricated out of 5mm thick Stainless Steel (SS) plates.

- Freshwater section having capacity of minimum 1000 litres fabricated out of 5 mm thick Stainless Steel plates.
- The tank shall be mounted horizontally on the sub-frame of vehicle chassis without tampering the chassis and strictly following R.T.O. norms. The tank shall be provided with suitable anchoring arrangements to prevent its movement during operation.

The rear cover (rear door) of the tank shall be fabricated out of 5mm thick SS plates. The opening & closing of the rear door shall be effected by hand wheels fabricated out of M.S. Both the sludge & fresh water sections of the tank shall be provided with sight glasses for water levels. The rear cover shall be provided with 4" drain off valve and high-pressure jetting hose reel. The hose reel shall be fabricated out of high-grade steel and shall have the capacity to stack 150 meter of 25mm I.D. high pressure jetting hose and shall be capable of slewing in 180° for the ease of operation. One high pressure jetting hose 25 mm I.D. x 120 meter (minimum) in single length shall be mounted on the hose reel, which would become a part of the unit itself.

The tank shall be tested for 0.9 bar vacuum and 1 bar pressure. The manufacturer shall submit the necessary test certificate.

Suitable vacuum and pressure/gases release valves shall be provided suitably on the tank. The tank shall be provided with tipping arrangement to unload the silt/sludge accumulated in the tank. The tipping angle shall be minimum 30° to the horizontal & shall be operated using hydraulic system.

To avoid corrosion the tank and rear cover interior shall be painted with anti-corrosive gray epoxy paint or bituminous-based paint of a reputed make only. The surfaces shall be thoroughly cleaned, sanded and phosphated prior to applying two coats of primer suitable to above coats.

3. Jetting system

The jetting system shall comprise of high pressure pump to generate high pressure water jets and deliver performance of minimum 160 Litres per Minute @ 130 bar Pressure.

The high pressure jetting pump shall use sewage sucked by the high capacity suction system after filtering the same to desired level of filtration required to run the high pressure jetting pump. The high pressure-jetting

pumps shall be reliable and insensitive to unclean water.

There shall be provision to adjust operating pressure and water flow rate.

4. High Pressure Hose

The high pressure jetting hose pipes shall be capable of cleaning sewer lines. The hoses shall be made out of special water and grease resistant flexible thermoplastic co-polymer or rubber material with 25mm I.D. & 120 meter (minimum) in single length.

The hoses shall be light in weight and should not weigh more than 1Kg./meter length.

- Maximum working pressure: 200 bars.

5. High Capacity Suction System

The high capacity suction systems shall comprise of exhauster (vacuum pump). The pump should be at least capable of delivering performance as under:--

- In suction mode only: 2800M^3 per hour.
- In combination mode: 1800M^3 per hour.

The pump should develop vacuum of around 0.85 bar and pressure of 0.5 bar.

Suitable pneumatically/hydraulically operated changeover facility for switching the system from suction to pressure or vice-versa shall be an integral part of the exhauster.

The offered vacuum pump make, model, detailed product catalogues are to be submitted separately in Packet "A".

6. Derrick Arm (Hydraulic Siphon Boom) and Suction Hoses

Hydraulically operated derrick arm (Hydraulic Siphon Boom) 125 mm I.D. shall be provided on the top of the sludge tank. It shall be capable of rotating 300° with lifting angle of 45° . Each unit shall be supplied with 4 Nos. of non-collapsible, flexible rubber suction hoses of 125mm I.D. & 3 meter in length as a part of the unit. These hoses shall be provided with quick coupling arrangements along with each unit one aluminium suction hose of 100 mm I.D. x 3 Meters in length (End pipe) with coupling arrangements shall be provided as a part of the unit.

7. Filtration & Recycling System

The water required for high pressure Jetting Systems shall be provided by filtering the sewage sucked from the sewer

manholes. These wastes shall be filtered and fed to the high pressure jetting pump using filter and water re-cycling system which shall be insensitive to the filtered water. The system should at least filter particles of size greater than 300 micron. Jetting using the filtered water should not damage the sewer lines.

The filtration capacity should be more than the jetting capacity so that jetting is carried out uninterrupted.

The units should also be equipped with hydraulically operated dewatering pump to empty the sludge tank.

8. Control Panel

All the gauges, switches, levers required for the operation of high capacity suction and jetting unit shall be grouped on the rear side of the vehicle.

9. Painting

The entire unit shall be painted with 2 coats of superior quality anti-corrosive primer with 2 coats of approved quality shed paint.

10. Accessories

Following accessories shall be supplied with each unit, cost of which shall be included in the price bid.

- Suction Hose – 5 inch I.D. of 3 Meters length with quick coupling: 4 Nos.
- Jetting hose – 25 mm I.D. 120 Meters in single length: 1 No.
- Jetting Nozzles-
 - o 30⁰ Nozzle for removing the blockages- 1 No.
 - o 45⁰ Nozzle for flushing the sewer lines- 1 No.
- End pipe- Aluminium 100 mm x 3 Meters long: 1 No.

(B) Special Conditions of Contract:

I. General:

- **Earnest money:** Total Earnest Money to be deposited is Rs. 23lacs in the form of DD or Bank Guarantee from Scheduled Commercial Bank.
- **Performance Guarantee:** The successful Bidder shall furnish a Performance Guarantee for a Value of 5% of the Annual contract value (to be calculated at awarded rate) exclusive of taxes within 30 days from the date of issue of Letter Of Intent (LOI).
- **Forfeiture of PBG:** In case the successful bidder fails to provide a machine on award of contract or withdraws supplied machine in-between the contractual period or terminates the agreement post engagement then PBG shall be forfeited without further correspondence.
- **Contract Agreement:** The successful bidder has to execute the contract agreement on non-judicial stamp paper of Rs. 100/- only within 7 days of submission of Performance Guarantee
- **Delivery Terms:**
 - NDMC may split the issue of work order into parts. The number of machines can be increased as per the requirement of NDMC.
 - Machines must be delivered to NDMC within six months of issue of the work order.
- The contract period shall be for 10 years after actual deployment of all the machines.
- The log book / Attendance register shall be maintained wherein the total record of running of vehicles / equipment shall be maintained by the firm as per the direction of Engineer-in-charge.
- The recycled water will be used for jetting; however whenever (for the 1st or subsequent run) there is a requirement of water it will be supplied by NDMC @ Rs. 10 per KL from the nearest available filling point.
- Disposal of sewage / sludge taken out from the sewer line shall be disposed off as per the decision of NDMC's Engineer.
- The machine shall be painted in Blue Colour (or as decided by NDMC) and subscribed on both sides "ON EMERGENCY DUTY OF NDMC". More details as directed by Engineer-in-Charge shall be printed on the body of the machine.
- Kilometre meter and hour meter of vehicle must be in working order all the time.
- While routine de-silting work will follow as per a pre-decided schedule approved by the concerned engineer, site of blocked sewer, if any shall be intimated on day to day basis or as and when complaint is received. The tenderer shall have to operate the machine at short notices irrespective of the quantum of work involved and difficult site conditions prevailing even on Sundays or on gazetted holidays as per urgent requirement. The working hours will be decided by the Engineer In Charge.
- Chassis to be provided should be suitable for operating the P.T.O. at required duty conditions and should be compatible to the total running load on vehicle in operation.
- Machine will be tested by NDMC Engineer/ engineers at the manufacturing location of the machine for the required duty points before engaging the same by NDMC. The entire cost of inspection will be borne by the contractor. The expenses of department engineer for shop inspection of finished equipment and witnessing the performance tests at manufacturer's work shall be borne by the contractor including to and fro travel, boarding, lodging etc.
- Rates should be quoted on per working hour basis. Working hours include both driving and suction-jetting operation.
- The Bidder (its associate/parent/subsidiary/group company) should not have been blacklisted or work-terminated by any central / state/ Govt./ municipal agency during the last three years. An undertaking to this effect needs to be furnished on a non judicial stamp paper of Rs.50/-
- The bidder must not have abandoned/failed to perform similar work anywhere in India during the last three years.

- In case any tax(e.g. Service Tax/VAT etc) is charged by the firm, the firm shall submit copy of challans/other proof of the tax paid for the previous month/quarter.

II. Functional Duties:

- The firm has to deploy the machine for mechanized de-silting and chokage removal of the sewer lines.
- In normal circumstances, KPI(key Performance indicators)/ cleaning target (*in m/hr*) of machine is as follows:

Line Diameter	Cleaning Target
9 – 12 Inches	60 Metres/Hour
13 – 24 Inches	30 Metres/Hour
25 – 30 Inches	30 Metres/Hour
31 – 36 Inches	15 Metres/Hour

The machine must clean in an hour of jetting/suction- operation (As recorded in the Jetting/Suction meter; transportation/setting up time not included) at least as many metres of line as are mentioned above (under 'KPI/cleaning target') else Liquidated Damages will be applicable as per clause X and payment deduction (LD) will be made on pro-rata basis for the proportion of the sewer line cleaned. For example, if the target is 60 mtr/ hr and 30 mtr/ hr is cleaned; the normal payment for jetting/ suction will be calculated, however 50 % payment/LD shall be deducted. The KPI will not be applicable if the jetting/ suction hours as per Jetting/suction Meter are less than 6 hours in a day. The KPI will be calculated on average basis in a day e.g. 0 to 24 hrs.

- Presence of a dead animal(s) in the line and presence of construction material/cloth/dry silt/surcharged line/choked line/settled lineetc are not included in normal circumstances. In case of any abnormal circumstance, a certificate must be obtained to this effect from the concerned Incharge and penalties will not be applicable on the firm, and normal payment will be made.
- The vehicle shall be available and fit for work for minimum 25 days in a month. NDMC will hire each machine for minimum total 200 hours per month (and minimum total 8 hours per day normally) for the duration of the contract. 200 hours includes time towards transportation & setting up and actual operation. Lunch hours will not be included in 200 hours. The time of operation will be decided by the Engineer-in -charge. However if due to any extraordinary requirement of NDMC, a machine is deployed for less than 8 hours, the payment will still be done on pro-rata basis.
- GPS tracking of machine & suction/jetting may be done by NDMC. Bidder has to equip the machine with GPS device.

III. Staff:

- The firm will engage the required staff for operation and maintenance of each machine. The vehicle Driver operator should be well trained, well behaved, free from intoxication and have proper driving license (as per RTA requirement).
- The firm shall comply with all statutory compliances in terms of payment of wages and other benefits to the workers hired to carry out the work. Firm shall also provide necessary proofs from time to time/as demanded for the compliances made. Firm shall give an undertaking in this regard before signing the agreement.

- NDMC will provide the labour /staff for other activities e.g. removal of the manhole, de-silting of manhole (for abnormal circumstances e.g. if filled-up with heavy construction material) if required. The location of the site will be decided by the NDMC staff. The tenderer shall depute the machines at various zones as per the direction of Engineer In-charge.
- Minimum Manpower deployment are as follows:
 - o **Operation Crew:**
 - Trained Driver 1 Nos./Machine
 - Operator 1 Nos./Machine
 - 1 Supervisor for entire fleet.

IV. Parking & Safety of the Machine:

- The machine shall be parked at local/nearby NDMC store/site. Firm shall be fully responsible for round the clock safety of the machine throughout the contract period. Any loss on account of theft or faulty operation or any type of accident shall be borne and made good by the firm. The firm shall be permitted to erect a suitable temporary shed with locking arrangement for safety of the machine at place of posting of machines along with site office. The design of the temporary shed shall be got approved from the Engineer-In-Charge and the expenses shall be borne by the firm.
- Security / safety of equipment shall be contractor's responsibilities. The contractor will be permitted to depute personnel who will stay with the machine at all times for watch and ward.

V. Consumables:

- Consumable items like mobile oil, hydraulic oil, spare parts, cleaning material etc. required for day to day operation/maintenance should always be available with each machine. Their expenses will be borne by the firm.

VI. Payment:

- The payment shall be made on monthly basis / after verification of all the relevant records by the Engineer-in-charge within a month of receipt of bills from the contractor.
- Calculation of payable working hours:
 - o Working hours will be determined as the duration between:
 - Time of start of engine at NDMC facility/ storehouse/ warehouse upon engagement by NDMC for work at a site
 - and*
 - Time of switching off of engine upon parking of the machine back at the NDMC facility/storehouse/ warehouse.
 - o NDMC will arrange land/parking space where the vehicle would be parked.
 - o Contractor must quote separate hourly rates for (a) actual jetting-suction- recycling operation, and (b) other works like machine run/ waiting/ setup/ parking etc. Bid Evaluation(for declaring L-1) will be done assuming that 40% time is spent in actualtravelling/setting up/transportation and rest 60% in jetting-suction operation, as has been given in the BOQ.
 - o The payment will be made as per actual hours (transport hours + operation hours) obtained from log sheets. The working hours may also be confirmed by the GPS system.
 - o Time consumed in (a) lunch hours / break taken by the crew *or* (b) breakdown of the machine *or* (c) stoppage of work because of contractor's fault etc. will be deducted from payable working hours.
 - o The payment will be made on pro-rata basis based on the total no. of working hours (or fraction of hour upto minutes) of machine @ per hour rate quoted/accepted by the contractor/department.

o Example: If the machine runs from 8 AM to 4.30 PM (as recorded in the vehicle log book) with (a) two jetting-suction-recycling sessions from 10:00 AM – 12:30 PM and 1:30 PM – 4:00 PM respectively, (b) lunch break taken by crew from 1:00 PM – 1:30 PM and rest time spent on travelling & setting up, then:

- Total Working Hours = 8.5 Hrs – 0.5Hrs = 8 Hours.
 - Out of total 8 working hours:
 - Actual Jetting-Suction- operation = 4 Hours.
 - Time Spent in Other works like travelling, setup etc. = 4 Hours.
- The firm is bound to deploy the machine on holidays if required by NDMC and the payment shall be made on hourly pro-rata basis and nothing extra shall be payable.
 - Fuel charges will not be paid by NDMC separately and bidders must include fuel charges in the Price per Hour (Rs.) they fill in the BOQ.
 - The firm will provide hour & KM meter. Initial reading and final reading of (a) Hour & KM reading of start & switching off of engine at start of shift and end of shift respectively, (b) Hour & KM reading of start & finish of suction-jetting-recycling system after setting up the vehicle/machine at a particular site / manhole, and, (c) Total metres of lines cleaned at the site/manhole within single suction-jetting-recycling operation must be recorded on Log book and got signed from EIC / or his authorized representative every day.
 - For payment purposes the initial reading and the final reading will be recorded on log sheets and to be certified by the Engineer in-charge for release of payments.
 - Firm shall intimate the total working hrs. in a month of machine to the EIC who will verify the bill and process for payment.

VII. **Escalation:** The rates quoted by the firm shall be increased @ 7% p.a. compounded basis every year from the date of bid submission.

VIII. **Machines to be as per RTA.**

- The tenderer has to comply with the following guidelines while bidding:
 - a) The tenderer shall furnish the full details of vehicle chassis along with its model no. while quoting their offer. Further sufficient space shall be kept in the cabin for sitting accommodation of 3 persons other than driver.
 - b) The tenderer shall make necessary arrangement for mounting equipments on the chassis according to the rules laid by the regional transport office Delhi.
 - c) The tenderer should keep valid registration certificate of the vehicle.
 - d) The drivers and other operators should be well trained and have heavy duty license issued by Regional Registration Authority as per RTO norms.
 - e) The tenderer shall abide by the prevailing guide line issued by the transport authority Delhi regarding the fitness of the vehicle on road. Any modification in rules issued by the Delhi transport authorities from time to time shall be binding on the tenderer and no claim shall be entertained on this account.
 - f) For any violation of traffic rules by the operating staff of the vehicles, the tenderer shall be fully responsible.
 - g) The vehicles having latest fitness certificate, Road tax paid receipt, insurance and pollution check certificate etc. shall be provided to NDMC.
 - h) **INSURANCE:** the firm has to get the vehicles/ machines, suitably insured (including third party) as per rules/practice.

IX. **Liabilities:**

- In case of any accident, to the equipment / operational staff (belonging to firm as well as NDMC) or to public during transportation and operation of machines, the tenderer shall be exclusively and fully responsible for its cause and consequences.
- The contractor will be absolutely and solely, responsible for any accident that may occur during the operation of vehicle/machine and for injuries or damage to the person or the property of any description whatsoever which may be caused by or result (or any other reason whatsoever) from the operation of vehicle/machine for this the owner / vehicle operator shall be liable at his own risk and cost.
- The contractor will take every necessary and timely precaution against injuries or accident to any person or property. In the event of accident to any person or persons or death or injury of any description to any person structure animal or things, the contractor will be solely responsible for the same and will indemnify NDMC on whose behalf of the vehicles / machines are being operated from paying any claim or expenses whatsoever on account thereof.

X. Liquidated damages/Compensation for delay/non-achievement of KPI:

Output KPI to be achieved:	Liquidated Damages for non-achievement:
Machine(s) to be supplied to NDMC within the stipulated time period of 6 months after issue of work order.	Rs. 5000 Per day per machine for each day of delay to be levied on the contractor.
Machine to be available / fit for work for minimum 25 working days or 200 working hours in a month.	Liquidated Damages of: 1. Rs. 8000 per day per machine for each deficient day or 2. Rs. 1000 per hour per machine for each deficient hour for each deficient day/hour (of non-provision, out of total of 25 days / 200 hours) to be levied on the contractor.
Minimum Cleaning Target achieved in a shift (Please refer Section II: Functional Duties)	1. Payment deduction or LD shall be levied for the fraction of target achieved. and 2. Extra Liquidated Damages of Rs. 1000 per day from the shift's billing amount.
Machine remains un-operated for more than three days continuously in case of minor breakdown.	Liquidated Damages of Rs. 3000 / day from day One will be imposed on the contractor. In the event of major break down / accident / force majeure conditions/impounding, the contractor must immediately intimate to the Engineer – in – charge in writing. Failure to report would invite additional damages of Rs. 1000/day of delayed information.

Note: The overall penalties/LDs/Payment deduction shall not exceed 10% of the monthly average of the last three processed bills.

XI. Operation & Maintenance:

- The tenderer shall ensure the periodical maintenance of the vehicles / machines to avoid / minimize the breakdown. Maintenance of machines is responsibility of the contractor.

- The supervisory operational staff shall remain in touch with the Engineer-in-charge and work as per his guidance for running of machines and keep the machinery in perfect running order.
- Operator shall bring to the notice of Shift-in-charge the defects observed and also record the same in log sheet.
- All tools and spare parts required for routine and preventive maintenance shall be provided by the tenderer at own cost.
- The tenderer should have experienced manpower and repair facilities along with back up arrangements for maintenance breakdown repair etc.
- NDMC will allow 1 week maintenance period once in 6 months for major repair / overhauling of the machine without Liquidated Damages subject to prior permission.

XII. Termination

- i. Upon Termination of this Agreement on account of NDMC's Event of Default, NDMC shall release the Performance Security, if subsisting, and the contractor shall be entitled to receive from NDMC, termination payment equal to 100% of the Book Value of the machines as on the Termination Date. All infrastructure/machines shall be handed over to NDMC.
- Upon Termination of this Agreement on account of Contractors Event of Default, the Performance Security shall be forfeited. However, the contractor shall be entitled to receive from NDMC, termination payment equal to 90% of the Book Value of the machines as on the Termination Date.
- The termination payment shall be released within 3 months from the date of termination.

XIII. Force Majeure:

- Not -with- standing the contents of the previous clause, the Bidder is not liable for failure to perform operational obligations (including the obligation to keep the machine continuously available for hiring by NDMC) if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, damages to the machinery in event of major accidents, lockout etc. No liquidated damages will be imposed upon the bidder in case non availability of machine/equipment is proved to be because of force majeure conditions.

XIV. Dispute Resolution

Amicable Resolution

- (a) Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement, including those arising with regard to acts, decision or opinion of the Independent Consultant (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in sub-article(b) below.
- (b) Either Party may require such Dispute to be referred to the Chairperson, NDMC and the Chief Executive Officer of the Concessionaire for the time being, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15(fifteen) days of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions mentioned below.

Arbitration Procedure

Any Dispute which is not resolved amicably shall be finally settled by binding arbitration under the Arbitration Act. The Board of Arbitrators shall comprise of a nominee of each party to the dispute. The place of arbitration shall be New Delhi.

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearing.

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

Pending the submission of and/or decision on a Dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

JV (Joint venture) conditions and conflict of interest

- (i) In the case of a JV or Consortium, all members of the group shall be jointly and severally liable for the performance of whole contract.
- (ii) A firm can submit the bid either as individual firm or in joint venture/ consortium. However in joint venture/ consortium:
 - a) The members shall jointly fulfill the experience criteria as mentioned above. Part qualification of technical criteria by a member shall be permitted, provided all the members of the JV jointly fulfill the entire technical criteria.
 - b) the lead member shall fulfill the financial eligibility criteria solely.
 - c) members having less than 26 % participation shall be termed as non substantial members and shall not be considered for evaluation which means their financial capability will not be considered for evaluation of JV/ consortium.
 - d) a copy of the Joint Venture Agreement (JVA) entered into by the members shall be submitted along with the bid as per the format attached. The JVA shall include among other things, the joint venture's objectives, percentage participation of each member, the role of each member in the joint venture operation, the commitment of the members to joint and several liability for due performance, recourse/ sanctions with the joint venture in the event of default or withdrawal of any member(s).
 - e) in any case, number of JV/ consortium members shall not exceed 2 (two)
- (iii) Any bidder which has been barred by the Central or State government, or any entity controlled by them (controlling stake) from participating in any project and the bar commence/ subsists as on the date of issue of NIT and/ or submission of bid and/ or date of issue of work order, the bidder shall not be eligible to submit the bid, either individually or as a member of consortium. Any bidder(its associate/parent/subsidiary) which has failed to complete any similar works as evidenced by termination/blacklisting by government body or abandonment by bidder during the last three years shall not be eligible to bid.
- (ix) If the firm claiming Technical Eligibility Criteria for the works has completed any of the works in joint venture with any other company then, along with the experience certificates, the firm shall submit the joint venture agreement for that particular work. Experience certificates not accompanied by joint venture agreement shall not be considered for evaluation. The credit for the firm which has completed a work in joint venture is allocated as follows:
 - a) If the firm has completed the work as a Lead member in the project then the firm can claim credit for the entire scope of work
 - b) If the firm has completed the work as a member in the project then the firm can claim credit for the entire scope of the work in proportion to the stake (e.g. if the capacity of the STP executed is 30 MGD and if the firm has executed the project as member with a 40% stake then the firm can claim credit for (40% \times 30MGD) 12 MGD works. A statutory auditor certificate specifying the payments received for the project should be submitted. In the event of percentage participation in the project calculated through the statutory auditor certificate differs from the percentage in the JVA, the percentage participation calculated through payments received shall be considered for evaluation purposes.

Appendix A

FINANCIAL BID FORMAT

Sl. No.	Item Description	Quantity	Units	Rate per hour	Total hours per machine in 10 years	Total(Rs.)
A	B	D	E	F	G	H
1	Hiring of 2 Nos. Jetting cum suction sewer cleaning machines(Min 16 T GVW)with water recycling technology to operate in the streets including narrow lanes of NDMC for usage in jetting-suction-recycling operation	2	Machines		2*200*120 *60%= 28800	
2	Hiring of 2 Nos. Jetting cum suction sewer cleaning machines(Min 16 T GVW)with water recycling technology to operate in the streets including narrow lanes of NDMC for usage in other works like transportation, setting up, parking etc.	2	Machines		2*200*120 *40%= 19200	
3	Hiring of 2 Nos. Jetting cum suction sewer cleaning machines(Min 25 T GVW)with water recycling technology to operate in the streets of NDMC for usage in jetting-suction-recycling operation	2	Machines		2*200*120 *60%= 28800	
4	Hiring of 2 Nos. Jetting cum suction sewer cleaning machines(Min 25 T GVW)with water recycling technology to operate in the streets of NDMC for usage in jetting-suction-recycling operation	2	Machines		2*200*120 *40%= 19200	
TOTAL(Rs.)						

Note:

1. VAT/Service Tax(if applicable) shall be paid extra.
2. To be submitted on the letter head of the Lead Member, duly signed and stamped.
3. To be submitted in a sealed envelope.

Appendix B

Covering Letter

(On the Letterhead of the Bidder or Lead member in case of a Consortium)

Date

To

Director (Project)
Room No. 7008, 7th Floor,
Palika Kendra, NDMC
New Delhi-110001.

Ref: Tender for Hiring, Operation & Maintenance of 4 Nos. jetting cum suction sewer cleaning machines with water recycling technology

Dear Sir,

Being duly authorized to represent and act on behalf of(hereinafter referred to as "the Bidder"), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of (Name of Bidder) for the Project in one (1) original and one (1) duplicate, with the details as per the requirements of the RFP, for your evaluation.

We confirm that our Proposal is valid for a period of days from (insert Proposal Due Date).

We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to all the terms and conditions of the tender document.

Yours faithfully,

For and on behalf of (Name of Bidder)
Duly signed by the Authorised Signatory of the Bidder
(Name, Title and Address of the Authorised Signatory)

Appendix C

PERFORMANCE SECURITY FORMAT

THIS DEED OF GUARANTEE executed on this the ____ day of _____ 2014, at _____ hereinafter referred to as "the Guarantor" which expression shall unless it be repugnant to the subject or context thereof include successors and assigns; In favour of

New Delhi Municipal Council, a body corporate constituted under the New Municipal Council Act, 1994 (hereinafter referred to as "NDMC" which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS

By the Agreement ("AGREEMENT") being entered into between NDMC and _____ a company incorporated under the provisions of the Companies Act, 1956, having its registered office address at _____ ("Concessionaire"), the Concessionaire has been granted the Concession to implement the Project envisaging Hiring, Operation & Maintenance of Jetting cum suction sewer cleaning machines with Water recycling technology (hereinafter referred to as "The Project").

The Concessionaire is required to furnish to NDMC, an unconditional and irrevocable bank guarantee for an amount of Rs. _____ as security for due and punctual performance/discharge of its obligations under the Agreement.

At the request of the Concessionaire, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Concessionaire of its obligations relating to the project.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalised terms used herein but not defined shall have the meaning assigned to them respectively in the Agreement.
2. The Guarantor hereby irrevocably guarantees the due and punctual performance by M/s _____ (hereinafter call "the Concessionaire") of all its obligations relating to the Project.
3. The Guarantor shall, without demur, pay to NDMC sums not exceeding in aggregate Rs. _____ within seven (7) calendar days of receipt of a written demand thereof from NDMC stating the Concessionaire has failed to meet its obligations under the Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Concessionaire or validity of demand so made by NDMC and shall pay the amount specified in the demand, notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Concessionaire or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

4. In order to give effect to this Guarantee, NDMC shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents or by the extension of time for performance granted to the Concessionaire or postponement/non exercise/delayed exercise of any of its rights by NDMC or any indulgence shown by NDMC to the Concessionaire and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variations, extension, postponement, non exercise, delayed exercise of any of its rights by NDMC or any indulgence shown by NDMC, provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.

5. This Guarantee shall be irrevocable and shall remain in full force and effect until _____ unless discharged/released earlier by NDMC in accordance with the provisions of the Agreement. The Guarantor's liability in aggregate be limited to a sum of Rs. _____ only.

6. This Guarantee shall not be affected by any change in the constitution or winding up of the Concessionaire/the Guarantor or any absorption, merger or amalgamation of the Concessionaire/ the Guarantor with any other Person.

7. The Guarantor has power to issue this guarantee and discharge the obligation contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under

Notwithstanding anything contained herein:

Our Liability under this bank guarantee shall not exceed Rs. _____ only

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

Appendix D

Details of Bidder

(On the Letter Head of the Bidder or Lead Member in case of a Consortium)

1. (a) Name of Bidder
(b) Address of the office(s)
(c) Date of incorporation and/or commencement of business
2. Brief description of the Bidder's main lines of business.
3. Details of individual(s) who will serve as the point of contact / communication for NDMC with the Bidder:
 - (a) Name :
 - (b) Designation :
 - (c) Company / Firm :
 - (d) Address :
 - (e) Telephone number :
 - (f) E-mail address :
 - (g) Fax number :
 - (h) Mobile number :
4. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Bidder:
 - (a) Name :
 - (b) Designation :
 - (c) Company / Firm :
 - (d) Address :
 - (e) Telephone number :
 - (f) E-mail address :
 - (g) Fax number :
 - (h) Mobile number :

Appendix E

FORMAT FOR BID SECURITY

(To be issued by a Scheduled Commercial Bank only)

B.G. No. _____ dated _____.

This Deed of Guarantee executed at _____ by _____ (Name of Bank) having its Registered office at _____ (hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

In favour of

The New Delhi Municipal Council (hereinafter called "NDMC") having its office at Palika Kendra, Parliament Street, New Delhi – 110001, which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

WHEREAS

- A. M/s. _____, a company registered under provisions of the Companies Act, 1956, having its registered office at _____ (hereinafter called "the Bidder") which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns, intends to bid for providing the service of "Hiring, Operation & Maintenance of 4 Nos. jetting cum suction sewer cleaning machines with water recycling technology" (hereinafter referred to as "Project").
- B. In terms of tender Document dated _____ issued in respect of the Project the Bidder is required to furnish to NDMC an unconditional and irrevocable Bank Guarantee for an amount of Rs. as Bid Security for the Project.
- C. The Guarantor has at the request of the Bidder and for valid consideration agreed to provide such Bank Guarantee being these presents:

NOW THEREFORE THIS DEED WITNESS AS FOLLOWS:

- a. The Guarantor, as primary obligor shall, without demur, pay to NDMC an amount not exceeding Rs. within 5 days of receipt of a written demand from NDMC calling upon the Guarantor to pay the said amount.
- b. Any such demand made on the Guarantor by NDMC shall be conclusive and absolute as regards the forfeiture of Bid Security and the amount due and payable by the Guarantor under this Guarantee.
- c. The above payment shall be made without any reference to the Bidder or any other person and irrespective of whether the claim of NDMC is disputed by the Bidder or not.
- d. This Guarantee shall be irrevocable and remain in full force for a period of from (date) _____ to (date) _____ (Proposal Validity Period) or for such extended period

as may be mutually agreed between NDMC and the Bidder and shall continue to be enforceable till all amounts under this Guarantee are paid.

- e. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder/the Guarantor or any absorption, merger or amalgamation of the Bidder/the Guarantor with any other person.
- f. In order to give full effect to this Guarantee, NDMC shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the RfP Document or other documents or by extension of time of performance of any obligations granted to the Bidder or postponement/not exercise/delayed exercise of any of its rights by NDMC against the Bidder or any indulgence shown by NDMC to the Bidder and the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise or omission on the part of NDMC or any indulgence by NDMC to the Bidder to give such mater or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Guarantor.
- g. The Guarantor has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

Signed and Delivered by _____ Bank
By the hand of Mr. _____
Its _____ and authorized official.

Appendix F

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Stamp paper of relevant value)

POWER OF ATTORNEY

Know all men by these presents, We (name and address of the registered office) do hereby constitute, appoint and authorize Mr / Ms (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to, for "Hiring, Operation & Maintenance of 4 Nos. jetting cum suction sewer cleaning machines with water recycling technology" (hereinafter referred to as "Project") basis, on behalf of New Delhi Municipal Council (hereinafter referred to as "NDMC"), including signing and submission of all documents and providing information/responses in all matters in connection with our Proposal for the Project.

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

Dated this the _____ Day of _____ 2014
For _____

(Name and designation of the person(s)
Signing on behalf of the Bidder / Lead Member
In case of Consortium)
Accepted

Signature
(Name, Title and Address of the Attorney)
Date:.....

Note:

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

Appendix G

FORMAT FOR POWER OF ATTORNEY FOR DESIGNATING LEAD MEMBER OF CONSORTIUM

(On Stamp Paper of relevant value)

POWER OF ATTORNEY

Whereas, New Delhi Municipal Council ("NDMC") has invited proposals from qualified Bidders for providing the service "Hiring, Operation & Maintenance of 4 Nos. jetting cum suction sewer cleaning machines with water recycling technology" (hereinafter referred to as "Project"),

Whereas, the Consortium being one of the qualified Bidders is interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of tender, and

Whereas, it is necessary under the tender Document for the members of the Consortium to designate the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Proposal for the Project or in the alternative to appoint one of them as the Lead member who, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium's Proposal for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s..... (the name and address of the registered office), do hereby designate M/s..... being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's Proposal for the Project, including submission of Proposal, participating in conferences, responding the queries, submission of information/documents and generally to represent the Consortium in all its dealings with NDMC, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Concession Agreement is entered into with NDMC.

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

Dated this the.....Day of..... 2014

.....
(Executants)

(TO BE EXECUTED BY BOTH MEMBERS OF THE CONSORTIUM)

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

Appendix H

Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our 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 s or could be regarded as anti-competitive.

We further confirm that we have neither offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated this theDay of 2014

.....
(Name of the Bidder)

.....
(Signature of the Authorised Person)

.....
(Name of the Authorised Person)

Note:
On the Letter head of the Bidder

Appendix I

Litigation History

1. List Litigation Cases:

S. No.	Name of the Contract	Year of Contract	Organization	Details of litigation

2. Were you ever required to suspend the assigned project(similar work) for a period of more than six months continuously after you started?
3. If so, give the names of projects and reasons.

(Signature of the Authorized Person)
(Name of the Authorized Person and designation)

(Date)