



**New Delhi Municipal Council**

**Civil Engineering**

**REQUEST FOR PROPOSAL**

**FOR**

**DEPLOYMENT OF MECHANICAL SWEEPER(S) OF REQUIRED CAPACITY FOR  
SWEEPING OF ROADS, WITHIN THE JURISDICTION OF NDMC**

**Issued by**

**Executive Engineer (RIP)**  
New Delhi Municipal Council  
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## 1. SCOPE OF THE WORK

It is proposed to undertake cleaning of roads, service lane, back lanes and public places in NDMC area through Mechanical Sweeping with **Wet Cleaning Arrangement**. The proposal is invited from specialized agencies or reputed manufacturers for the work required above through proper equipment, experience & expertise in optimal use of such equipment to achieve the goal. The contractor selected through this RFP will be responsible for deploying of Mechanical Road Sweeper – 4 Nos. Of category-I and 2 Nos. of Category II and allied equipments for cleaning of NDMC area and its operation & maintenance (comprehensive). The total works includes deploying of machine, manpower, comprehensive maintenance, consumables, safe disposal of the dirt, filth etc. and any other items required for cleaning operation complete in all respect. The successful bidder has to deploy the Mechanical Road Sweeper not more than 5 years old. The duration of the work shall be 3 months.

## 2. A General Instruction to Bidders

### 2.1 Number of Proposals

Each Bidder shall submit only one Proposal in respect of the work in response to this RFP. Any Bidder, who submits more than one Proposal in respect of the subject work, will be disqualified for this work.

### 2.2 Proposal Preparation Cost

2.2.1 The Bidder shall bear the costs incurred by in during preparation of its Proposal and its participation in the bidding process. NDMC shall not be responsible or in any manner be liable for such costs, regardless of the conduct or outcome of the bidding process.

2.2.3 Site Inspections and Visit to the Site and related costs to the work.

2.2.2 Bidders may carry out Site visits/ inspections at their cost.

2.2.4 It is desirable that each Bidder submits its Proposal after visiting the site.

2.3.1 It would be deemed that before submitting the Proposal, the Bidder has:

- a. Made a complete and careful examination of terms & conditions/requirements, and other information set forth in this RFP document
- b. received all such relevant information as it has requested from NDMC; and
- c. made a complete and careful examination of the various aspects of the Work including but not limited to:
  - i. existing facilities and structures;
  - ii. the conditions of the access roads and utilities in the vicinity of the work area;
  - iii. conditions affecting transportation, access, disposal, handling and storage of materials;
  - iv. all other matters that might affect the Bidder's performance under the terms of this RFP document.

2.3.2 NDMC shall not be liable for any mistake, error or omission on the part of the Bidder in respect of the above or otherwise.

### 2.3 Right to Accept or Reject any of the Proposals

Without prejudice to whatsoever is contained in this RFP, NDMC reserves the right to accept or reject any Proposal or to annul the bidding process or reject all Proposals,



at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons.

NDMC reserves the right to reject any Proposal if:

- a. at any time, a material misrepresentation and/ or concealment of any facts/ materials is made or discovered, or
- b. The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.

Rejection of the Proposal by NDMC as aforesaid would lead to the disqualification of the Bidder for this RFP. If such disqualification/ rejection occur after the bids have been opened and the best bidder gets disqualified/ rejected, then NDMC reserves the right to:

- a. either reject the Bidder for this time and in future also, or
- b. Take any such measure as may be deemed fit in the sole discretion of NDMC, including annulment of the bidding process.

**Bidder is expected to make his own estimates of cost before submitting their Proposals. No Claim shall be entertained in this regard at any stage.**

## **B. DETAILS TO ACCOMPANY RFP**

### **2.5 Technical Proposal**

The Bidder shall submit the following along with the Proposal in sufficient details to enable evaluation of the work and ability to execute it within the time specified.

### **2.6 Organizational Structure during Implementation and Operation**

The Bidder shall submit their proposed organizational structure during Implementation, operation and maintenance stages commensurate with targeted Work Completion Schedule, which will form the basis of Employment Schedule. The Bidder shall also enclose CV's of the key persons including tasks assigned to them.

- 2.6(a) No subletting/outsourcing of the O&M of mechanical sweeping will be allowed. If at any stage NDMC found that the O&M of mechanical sweeping have been subletted/outsourced, NDMC may have the right to terminate the contract with immediate effect and forfeit the Performance Security.

### **2.7 Implementation Schedule**

The contractor will have to start the Running & operation of the all Mechanical Road Sweeper as stipulated in the schedule for Cleaning in NDMC areas within thirty days from the signing of the contract total duration of the contract is Five year.

### **2.8 Operation Schedule**

The operational schedule in accordance with the O&M Schedule of RFP will consist of the procedures and practices to be followed in keeping the facility in working condition, the processes followed for operations and for deployment of equipments/machines for work for sweeping to maintain the area clean.

### **2.9 Deviation**

Bidders may note that NDMC will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders would have to be unconditional and unqualified. The Bidders would be



deemed to have accepted the all terms and conditions of the RFP with all its contents including the Agreement which will be signed by the successful Bidder after the award of work.

## **2.12 Amendment of RFP**

- 2.12.1 At any time prior to the Proposal Due Date, NDMC may, for any reason whatsoever, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP Document by the issuance of Addenda.
- 2.12.2 Any Addendum thus issued will be sent in writing to all those who have been issued the RFP Document by NDMC and it shall be sent by courier/Registered Post at the address provided for communication to NDMC or by fax or by email. Bidders shall promptly acknowledge receipt thereof to NDMC. The amendment will also be available on NDMC website.
- 2.12.3 In order to provide the Bidders a reasonable time to examine the Addendum, or for any other reason, NDMC may, at its sole discretion, extend the Proposal Due Date.

## **2.13 Clarifications**

A prospective Bidder requiring any clarification on the RFP document may notify NDMC in writing. The Bidders should send in their queries latest by the **Last date of receiving queries** as set out for this purpose Schedule of Bidding Process. NDMC would endeavour to respond to the queries by the date mentioned in the Schedule of Bidding Process. The responses will be sent by fax / courier/ email. NDMC will forward its responses, at its sole discretion, to all Bidders to whom RFP Document has been issued, which would include a description of the enquiry and the response of NDMC without identifying the source of the enquiry.

## **2.14 Language and Currency**

- 2.14.1 The Proposal and all related correspondence and documents should be written in English. Supporting documents and printed literature furnished by Bidder 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.
- 2.14.2 The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

## **2.15 Bid Security**

- 2.15.1 The Proposal needs to be accompanied by bid security. The Bid Security shall be kept valid throughout the Proposal Validity Period and would need to be extended, if so required by NDMC, for any extension in Proposal Validity period.  
**The Bid Security should be of INR 3.5 Lakhs (Rupees Three Lakhs & Five Thousand only)** and shall be in the form of a Demand Draft or a Bank Guarantee in favour of The Secretary, New Delhi Municipal Council, issued by any scheduled bank in India, payable at New Delhi as per format enclosed as Appendix D.
- 2.15.2 The Bid Security shall be returned to the unsuccessful Bidders within a period of One (1) week from the date of announcement of the Successful Bidder. The Bid Security submitted by the Successful Bidder shall be released upon signing of the Concession Agreement and upon furnishing the Performance Security.
- 2.15.3 The Bid Security shall stand forfeited in the following cases:
- If any bidder withdraws his bid before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification



in the terms and conditions of the bid which are not acceptable to the department, then the NDMC shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the bid security absolutely. This provision would naturally apply only to the lowest bidder once the bid security of all the bidders except those of the lowest is refunded as per provisions;

- b. If bidder fails to furnish the prescribed performance security within the prescribed period the bid security is absolutely forfeited by the NDMC **automatically without any notice**;
- c. In case of forfeiture of bid security as prescribed in a & b above, the bidder shall not be allowed to participate in the rebidding process of the work.

## **2.16 Validity of Proposal**

The Proposal shall indicate that it would remain valid for a period not less than 90 (Ninety) days from the Proposal Due Date ("Proposal Validity Period") in the format set out in **RFP**. NDMC reserves the right to reject any Proposal, which does not meet the said requirement.

## **2.17 Extension of Validity of Proposal**

- 2.17.1 In exceptional circumstances, prior to expiry of the original Proposal Validity Period, NDMC may request Bidders to extend the Proposal Validity Period for a specified additional period.
- 2.17.2 A Bidder may refuse the request without forfeiting its Bid Security. A Bidder agreed to the request will not be allowed to modify its Proposal.

## **2.18 Format and Signing of Proposal**

- 2.18.1 Bidders would provide all the information as per this RFP and in the specified format. NDMC would evaluate only those Proposals that are received in the required format and complete in all respects.
- 2.18.2
  - (a) If the bidder is an individual, the application shall be signed by him/her above his/her fully type written name and current address.
  - (b) If the bidder is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of the firm with its current address.
  - (c) If the bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full typewritten names and current addresses, or alternatively, by a partner holding power of attorney for the firm. In the later case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.
  - (d) If the bidder is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The bidder should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.
- 2.18.3 The Bidder shall submit the Proposal through e-tender in Technical Bid and the Financial Bid.
- 2.18.4 All the financial documents shall be duly authenticated by Chartered Accountant.

## **2.19 Proposal Due Date**

- 2.19.1 Proposals shall be submitted through e-tender before 1500 hours IST on the Proposed Due Date mentioned in Schedule of Bidding Process.

- 2.19.2 NDMC may, in exceptional circumstances, and at its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with uniformly for all Bidders.

## **2.20 Late Proposals**

Any Proposal received by NDMC after the specified time and Proposal Due Date as provided in RFP will not be opened.

## **2.21 Pre-Bid Meeting**

- 2.21.1 To clarify and discuss issues with respect to the work and the RFP, NDMC may hold Pre-Bid Meeting(s).

- 2.21.1 Prior to the Pre-Bid Meeting(s), the Bidders may submit a list of queries and propose deviations, if any, to the Work requirements and/or the Concession Agreement. Bidders must formulate their queries and forward the same to NDMC as per Schedule of Bidding Process one day prior to the meeting. NDMC may, in its sole discretion or based on inputs provided by Bidders that it considers acceptable, amend the RFP.

- 2.21.2 Bidders may note that NDMC will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders would have to be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP with all its contents including the Draft Concession Agreement. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

- 2.21.3 NDMC will endeavour to hold the Pre-Bid Meeting as per Schedule of Bidding Process. The details of the meeting will be separately communicated to the Bidders.

- 2.21.4 Attendance of the Bidders at the Pre-Bid Meeting is not mandatory. However, subsequent to the meeting, NDMC may not respond to queries from any Bidder including the one who has not attended the Pre-Bid Meeting.

- 2.21.5 All correspondence / enquiries should be submitted to the following in writing by registered post / courier or emailed /faxed to the following address:

Attn. of **Executive Engineer (RIP)**  
Address **Room No 2001-C, 2<sup>nd</sup> Floor, NDMC, Palika Kendra, Sansad Marg New Delhi**  
Ph. No. **011-23367728**  
Email **[eerip.ndmc@gmail.com](mailto:eerip.ndmc@gmail.com)**

- 2.21.6 No interpretation, revision, or other communication from NDMC regarding this solicitation is valid unless it is in writing. NDMC may choose to send to all Bidders, written copies of NDMC's responses, including a description of the enquiry, but without identifying its source, to all the Bidders.

## **2.22 Proposal Opening**

- 2.22.1 NDMC would open the Proposals (Technical Bids only) on the Proposal Due Date for the purpose of evaluation.
- 2.22.2 NDMC would subsequently examine and evaluate Proposals in accordance with the criteria set out in RFP.

## **2.23 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person not officially concerned with the process. NDMC will treat all information submitted as part of Proposal 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 pursuant to applicable law or order of a competent court or tribunal, which requires its disclosure.

#### **2.24 Clarifications**

To assist in the process of evaluation of Proposals, NDMC may, at its sole discretion, ask any Bidder for clarification on its Proposal or substantiation of any of the submissions made by the Bidder. The request for such clarification or substantiation and the response shall be in writing or by facsimile. No material change in the substance of the Proposal would be permitted by way of such clarification/substantiation.

#### **2.25 Consultant(s) or Advisor(s)**

To assist in the examination, evaluation, and comparison of Proposals, NDMC may form a Board of Assessors.

#### **2.26 Proposal Evaluation**

- 2.26.1 In Stage I of the Proposal Evaluation, the Proposals shall be checked for the eligibility requirements as per the RFP. The evaluation of the Technical Bid of a Bidder shall be checked on the basis of evaluation criteria set out in RFP.
- 2.26.2 In Stage II, The Financial Bid of only those bidders will be opened who qualify in technical bid as per eligibility criteria.
- 2.26.3 NDMC may either choose to accept the Proposal of the Lowest Bidder or reject.
- 2.26.4 Upon acceptance of the Proposal of the Lowest Bidder NDMC shall declare the Lowest Bidder as the Successful Bidder.

#### **2.27 Performance Security**

##### **2.27.1 Provision of Performance Security**

**A Performance Security in the form of Bank Guarantee from a Indian Scheduled Bank in favour of Secretary NDMC @ 5% of the total value of the work will be submitted by the successful bidder after issue of letter of award.** This bank guarantee shall be returned within two months after successful completion of the work.

#### **2.28 DISPUTE RESOLUTION**

- 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.
- 2. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act, 1996, as amended from time to time.
- 3. The cost of Arbitration shall be borne by both the 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 at, New Delhi only.

#### **2.29 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.

#### **2.30 Force Majeure Events**

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 2.31.1, 2.31.2, 2.31.3 and 2.31.4 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 Work.


#### **2.31.1 Non Political Event.**

For purposes of Clause 2.31.1 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 Work 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 Contractor, its Contractors or their respective employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services to the Work for a period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 2.31.2;
- (iv) any failure or delay of a Contractor but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the Contractor by or on behalf of such Contractor;
- (v) Any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Contractor in any proceedings for reasons other than failure of the Contractor 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.

#### **2.31.2 Indirect Political Event**

For purposes of Clause 2.31.2 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 collection of revenue by the Contractor for 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 collection of revenue by the Contractor for a period exceeding a continuous period of 15(fifteen) days in an Accounting Year; or
  - (iii) Any public agitation which prevents collection of revenue by the Contractor for a period exceeding a continuous period of 15(fifteen ) days in an Accounting Year.
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### **2.31.3 Political Event**

For purposes of Clause 2.31.3 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 17 cannot be applied;
- (ii) Expropriation or compulsory acquisition by any Government Agency of any Work Assets or rights of the Contractor or of the Contractors; or
- (iii) Any unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause any consent or approval required by the Contractor or any of the Contractors to perform their respective obligations under the Work 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 Contractor's or any Contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such consent or permit.

### **2.31.4 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 the Force Majeure Event occurs before Date of Completion, the dates set forth in the Work Completion Schedule and the Contract Period shall be extended by the period for which such Force Majeure Event shall subsist;
- (c) Where a Force Majeure Event occurs after Award of Contract, the Contractor shall continue to make all reasonable efforts to operate the Work and/or to collect revenue, but if it is unable or prevented from doing so, the Contract 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 collection of revenue remains affected on account thereof; and

### **2.31.5 Allocation of costs during subsistence of Force Majeure**

Subject to the provisions of Clause 2.31.5 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 Work (the "Force Majeure Costs") shall be borne by the Contractor 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 Contractor within 90 days from the date of receipt of Contractor'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 Contractor subject to approval of NDMC shall be reimbursed by NDMC to the Contractor within 90 days from the date of receipt of Contractor's claim; and
- (d) NDMC may at its option reimburse the Force Majeure Costs to the Contractor in cash (through adjustment in the concession fee) or compensate the Contractor for such costs by appropriate extension of the Concession 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.

### 3. Eligibility Criteria & Criteria for Evaluation

#### 3.1 Eligibility Criteria

The prospective bidders shall be considered as eligible bidder if the bidder fulfils and submits the following with the RFP documents:

- a) The bidding firm shall have average Annual Turnover of Rs. 10 Crores for the preceding three years.
- b) The Bidder must submit a solvency certificate from a scheduled commercial bank of Rs.5,00,00,000/- (Rupees Five Crores only).
- c) The bidding firm shall have the following certificates/ registration:-
  - i. EPF Registration Certificate
  - ii. ESI Registration Certificate
  - iii. VAT Registration.
- d) For Service Provider :- Should have completed three similar work amounting to Rupees 0.70 Crores per year (Avg.) each or two similar work amounting to Rupees 1.05 Crores per year (Avg.) or One similar work amounting to Rs 1.40 Crores per year (Avg.) from Government/ state Government/PSU/ Local Bodies, in support experience during last Seven year. The similar work means the work of Cleaning/Sweeping of roads or public places by road Mechanical Sweepers. The cost of the work will be assessed by increasing @ 7% per annum on compounded basis for each completed previous years.

OR

For Equipment Manufacturers :- The manufacturers should have manufactured and supplied minimum 70 (Seventy ) Nos. Truck Mounted Sweeping Machines during last 7 Years ending on the month previous to the bid submission date.

**Note:-** The entity claiming above experience should have held, in the company owing he eligible Project a minimum of 26% equity during the entire period for which technical experience is being claimed.

- e) Copies of registration certificate of the firm/company, Memorandum and Articles of Association in case of firms registered under the Companies Act, & copies of Income Tax return for the previous three years (2011-12, 2012-13 & 2013-14).

- f) The agency should have Registration of TIN etc and should have submitted the last tax return.
- g) The bidder should have valid PAN No. in its name.
- h) In case, agency is blacklisted by any government organisation, the bid will be liable to be rejected. An affidavit to be submitted by the bidder in this regard.

### 3.2 Evaluation Parameter for Technical Bid :-

The Technical Bid submitted by the Bidders shall be opened and evaluated by NDMC based on the parameters defined in the RFP. Bidder will be technically qualified for Item No. 1 & 2 of financial bid separately. The Financial Bids of only the bidders who qualify the conditions of the Eligibility criteria as given in clause 3.1 will be opened:

### 3.3 Financial Proposal

The Financial Bids shall be evaluated on the basis of the rate quoted by the bidder for item no. 1 & 2 individually. NDMC reserve the right to accept or reject the lowest offer without assigning any reason to the bidders.

### Schedule of Bidding Process

3.4 NDMC would endeavour to adhere to the following schedule:

S. No.	Event Description	Date
1	Last date for receipt of queries	07.11.14 upto 05:00PM
2	Pre-Bid Meeting	10.11.14 at 11:00AM
3	NDMC's response to the queries	14.11.14
4	Proposal Due Date	19.11.14 upto 03:00PM

### 4. Terms & Conditions

1. No advance payment shall be given to any agency on any grounds what so ever.
2. The machines must be fit as per Latest Motor Vehicle Act and have valid documents to ply in Delhi, and it is the responsibility of the successful tenderer(s) to obtain the same within the prescribed time. The machines must be owned by the successful bidder and sub-contracting is not allowed.
3. During deployment of the machine, if the activities/movements utterances/behavior etc. of the driver(s) are found suspicious, questionable or against the directions given by NDMC or the Official of the Department from time to time, in this regard, the driver(s) shall be called back replaced from duty by the contractor and a substitute shall be provided in his/their place within 7 days.
4. The shift will be of 8 hours (preferably 9.30 PM to 5.30 AM or as decided by the Engineer-in-Charge) Six days a week. All the particulars such as time of arrival, departure should be mentioned in the logbook, mileage on start/ of daily sweeping. The target mileage for schedule preparation for Mechanical Road Sweeping per day per shift shall be maximum 35 Km/day for category I and 25 Km/day for category II .
5. The contractor shall deploy the machines within 15 days of date of issue of latter of acceptance.

*Pre bid meeting will be held in room no. 1501, Palika Kendra, New Delhi*



6. NDMC shall not be responsible for any damage caused to these deployed Mechanical Road Sweeper by contractor due to any accident/fire/natural calamity or any unforeseen circumstances or during performance of its duty.
7. The Pollution Control Certificate issued by the authorized agency should always be with the machines along with all required statutory necessities. Any Challan/penalty/fine imposed by the Traffic Police or any other agency will be borne by the contractor.
8. The contractor shall keep registration documents, insurance documents, fitness certificate, driving license, pollution certificate etc. in each vehicle, which shall be produced by the driver as and when required by any authority and one complete set to be submitted to NDMC before start of work of each machine.
9. The machine(s) may be inspected by the NDMC / Authorized person at the time fixed by the NDMC authority before deployment of machines in NDMC to ensure effective/smooth service.
10. Rates quoted by the firm in schedule item shall be inclusive of all taxes/charges applicable at the time bid submission, fuel etc. and nothing will be paid extra on the quoted rates except escalation for diesel as below. Escalation of diesel will be paid. Consumption of diesel will be consider as maximum 10 Litres/hr of working time.

**Note:-** Bidder has been mention the taxes considered in the financial bid in % age term.

11. In case, the successful bidder is found to have committed breach of any terms and conditions of contract at any stage, legal action as per rules/laws shall be initiated against the agency concerned. The bidder shall also be black listed from the list of NDMC in future works for the specified period.
12. No additional condition in contravention of terms and conditions of NIT shall be accepted at all and such tender shall be rejected without assigning any reason.
13. The contractor shall abide by all the terms and conditions of the contract of the work. In case of breach of any of the terms and conditions, the NDMC shall be at liberty to terminate the contract upon giving a Show Cause notice with a 30 day cure period.
14. The Contractor shall be responsible for making payments of wages and other benefits/ perks to the drivers/operators and other staff required for this contract engaged by him as per the rates fixed by Govt. of Delhi under Minimum Wages Act.
15. Deduction towards Income Tax, DVAT, Labour Cess and other taxes as admissible shall be deducted on the prevailing rates from the gross amount of the bills.
16. The contractor shall not be entitled to claim interest on the bid security /performance security.
17. The Contractor will be responsible for payment of damage in case of any accident of whatsoever nature during the period of the contract. The contractor shall be bound to keep the vehicle comprehensively insured during the period of the contract and supply a



copy thereof at the time of execution of the contract and also provide a copy thereof at the time of renewal, if any.

18. The Contractor will be entitled for payment on monthly basis for which proper bills will be submitted by him to the Executive Engineer (RIP), NDMC alongwith the log book dully filled and signed by the supervisory staff and authorized representative of contractor with the soft copy of the cleaning/sweeping carried out by the machines as GPRS tracking and CCTV footage/ video graph date wise. While making the payment to the Contractor, the deduction of Income Tax and any other Tax as per prevailing rates shall be made.
19. The contractor shall provide fuel/ lubricant for the MRS during and will ensure that adequate diesel/fuel is provided in the Mechanical road sweeper for its operation during the contract period before the same is placed at work in NDMC.
20. The Contractor shall be responsible for obtaining clearance of the vehicle from the Transport Department/ Police Department during the tenure of the agreement.
21. The Contractor shall provide proper uniforms to the drivers and other staff deployed as directed by the Transport Department/ Police Department/Engineer In Charge.
22. The Contractor shall be liable for any claim whatsoever that arises due to any accident and consequent injury to any one and no responsibility or liability shall rest on the NDMC. The Contractor undertakes to indemnify the NDMC against all loses, damages, costs etc. and shall always keep it fully indemnified during the period of contract regarding such risks.
23. No additional condition in contravention of terms and conditions of RFP shall be accepted at all and such tenders shall be rejected without assigning any reason.

#### **24. Penalty Clause :-**

##### **For Non Cleaning**

- a) In case of non working of the Mechanical Road Sweeper or any other allied equipment, the contractor has to arrange alternate Mechanical Road Sweeper or any other allied equipment required to perform the cleaning / sweeping operation for short duration not more than 3 days. In case of any failure to clean the roads as per target given to the contractor a penalty of twice the quoted rate per Km/per day cleaning will be deducted from the running bills of the contractor. Any shortfall of money will be recovered from the performance security deposited.
- b) In case any Mechanical Road Sweeper and allied equipment remains non operational for more than three working days a penalty of Rs. 20,000/- per Mechanical Road Sweeper per day of Category - I and Rs. 10,000/- for Category - II shall be deducted.

**Note :- The penalties will be imposed simultaneously as per direction of Engineer In Charge.**

#### **5. General Operation & Maintenance Requirement**

1. The successful bidder has to arrange water for the Mechanical Road Sweeper as required for the sweeping operations & cleaning of Mechanical Road Sweeper etc. at his own cost and nothing is payable on this amount.



2. The machine hired by the NDMC while on duty will display a board stating "ON NDMC DUTY".
3. The registration plates bearing registration number of truck shall be painted in standard size and maintained as prescribed under Prevailing Motor Vehicle Rules/Act.
4. The contractor shall not refuse to operate the machine in NDMC area / outside NDMC area, as per the direction of Engineer In Charge during the contract period.
5. The machine shall report for duty at points indicated by the NDMC.
6. The shift/duty shall be reckoned from the point of duty where the machine reports and will end at the point of ending the work. No extra payment will be payable for running the machine from the garage/workshop to the designated point of duty and back. (The bidder shall park/repair the machines by setting his own workshop within or outside NDMC area. However, only the space for workshop/ parking will be given by NDMC free of cost. All other arrangements will be made by the bidder.
7. It will be responsibility of the bidder to get the Mechanical Road Sweepers registration with transport department and its renewal/ fitness every year. All expenses related to registration and fitness will be borne by the bidder.
8. The milometer of machines should always be in working conditions and shall be calibrated by the authorized/approved lab whenever required otherwise penalty of Rs.5000/- per day will be imposed.
9. The machines should be fitted with online android based/interact based vehicle tracking system equipment with CCTV cameras for real time video recording of the cleaning work done at the site by the Mechanical Road Sweepers. The contractor will provide weekly data of the same to NDMC and shall keep the backup data for six months with him.
10. The machines shall unload the dust/waste/silt and simultaneously lift such waste by deploying suitable vehicle to dispose of to the any approved MCD sanitary land fill site at his own arrangement. The proof of dumping is to be submitted on request of Engineer In Charge.
11. The machines will sweep the roads appropriate for mechanical sweeping as per instructions of NDMC. NDMC will ensure that the roads remain encumbrance free during the operating hours of machine. In advance rote for week shall be made to work properly in NDMC Area, however that can be changed by the Engineer In Charge as per site requirement.

#### **6. Additional Conditions**

1. The bidder shall acquaint himself with the proposed site of work, its approach roads, working space available before submitting the bid.
2. The bidder shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupiers of adjacent properties and to the public in general and to prevent any damage to such properties and any pollution of smoke, streams and waterways. He shall make good at his cost and to the satisfaction of the NDMC, any damage to roads, paths, or public or private property whatsoever caused thereon by the bidder. All waste or superfluous material shall be carried away by the bidder without any reservation entirely to the satisfaction of the NDMC.

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3. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants/users in the area.
4. In the event of any restrictions being imposed by the Security agencies, NDMC, Traffic or any other authority in the working area or movement of Contractor shall strictly follow such restrictions and nothing shall be excused from doing the stipulated work on this account. The loss of time on this account, if any, shall have to be made by generating additional resources etc. other restrictions are given as under:-
  - a) The movement of trucks and vehicles shall be regulated in accordance with rules and Regulations as approved by competent authority.
  - b) The Contractor shall inform in advance, the truck / MRS registration numbers, ownerships of the trucks, names and address of the drivers for necessary action by the security agency.
  - c) Labour huts/stay of workmen will not be allowed at work area and in NDMC area.
  - d) Names and address of laborers/staff etc. working at site shall be furnished to NDMC in advance.
  - e) The laborers/staff should not be changed too frequently once the verification of the character and antecedents is done.
  - f) Uniform: The Contractor shall provide two Pairs of Uniforms (Winter and Summer) to his workers while on duty. The workers shall always be in uniform. Workers and Supervisors must wear neat and clean ironed uniform (including proper name badges).
  - g) After verification of antecedents of workers, identification badges will be issued to them by the Contractor. The cost of badges and uniforms etc would be borne by the Contractor. Workers shall wear Identity Card and Uniform while on duty.
  - h) The Contractor shall be responsible for behavior and conduct of his laborers. No labourer with doubtful integrity or having a bad record shall be engaged by the Contractor.
  - i) The workers of the Contractor should strictly observe code of conduct and manner befitting security. If any employee of the Contractor fails to absolve proper conduct, the Contractor shall be liable to remove him from deployment, immediately in receipt of the instructions of the NDMC.
  - j) The Contractor shall be responsible for the conduct and behavior of its workers employed for the work.
  - k) The NDMC shall have the right, to have any person removed who is considered unacceptable due to the reasons of security, efficiency, etc. Similarly Contractor reserves the right to change the staff as per their requirement.
  - l) The NDMC shall not be responsible for any compensation, which may be required to be paid to the worker(s) of the tenderer consequent upon any injury/ mishap.
5. The bidder shall visit the site and examine the availability of space in detail for execution of the work and deployment of machinery. The Contractor has to ensure that the general public/ tourist are not hindered in any manner while operation and maintenance work.
6. **If for any reason, any area in whole or part of work is not available for work, the agreed execution schedule shall be suitably modified. However, under no circumstances the Contractor shall be entitled to any relaxation, whatsoever, on this ground & he shall re-organize his resources to suit the revised schedule.** The contractor shall abide by and comply with all the relevant laws and statutory requirements like Minimum Wages Act, Payment of Wages Act, Contract Labour (Regulation & Abolition) Act, 1970, EPF Act etc. with regard to the personnel engaged by him for providing the services in question.
7. Machines/equipments brought by the contractor should always be in working conditions. For any break down, some standby Machines/equipments shall be arranged at site.

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8. The running and maintenance charges of machines i.e. cost of fuel, battery, lubricants, replacement of parts , manpower etc. shall be borne by the contractor.

**9. RFP Documents**

- i) The RFP document can be obtained by the Bidders for Rs 5000 (Rupees Five Thousand only) via Demand Draft drawn in favour of Secretary NDMC New Delhi payable at Delhi from NDMC office at the address given below or can be downloaded from the NDMC or GNCTD website. For download RFP document the bidder will deposit DD for Rs.5,000/- alongwith the bid in separate sealed envelope.

**Executive Engineer (RIP),  
Address: Room No 2001-C, 2<sup>nd</sup> Floor, NDMC,  
Palika Kendra, Sansad Marg, New Delhi  
Email: eerip.ndmc@gmail.com  
Ph. No.: 011-23367728**

- ii) All subsequent notifications, changes and amendments will be communicated by NDMC to the Bidders at their registered address and email

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**ANNEXURE-A**

**ACCESSORIES AND EQUIPMENTS TO BE PROVIDED BY TENDERER**

- I) 1 Stepney (Preferable new tyre)
- II) Tyres in good condition (Preferable new tyre)
- III) Light Horn etc.
- IV) The drivers deployed on trucks have a valid driving license.
- V) Lights/Lamps shall be available in/on the machines as per the provisions of Central Motor Vehicle Rules, 1989 and Delhi Motor Vehicles Rules, 1993. Each machine shall have all its lights (head light, parking light, brake lights etc.) and indicator lamps in working order to facilitate operations during darkness.
- VI) Revolving light on top Front & Back of the vehicle.
- VII) The manufacturer of the sweeping machine proposed by the firm/bidder shall be of repute and should have manufactured and supplied minimum 70 nos. truck mounted sweeping machines worldwide in last seven years. Client list of the manufacturer with contact details should be submitted by the bidder.
- VIII) The **bidder** shall submit catalogue and video CD of the proposed sweeping machine(s) to be deployed for this work.
- IX) Color of Paint and its pattern [on machine as well as on truck body], design and size of monogram of NDMC to be painted on machine as well as on truck body shall be decided by NDMC.
- X) Any other equipment required to perform the cleaning and sweeping operation shall be arranged by the contractor.

No extra payment for the above mentioned items should be made at any condition.





**OTHER SPECIFICATIONS OF THE TRUCK MOUNTED SWEEPING MACHINE  
CATEGORY – I**

Sl. No.	Item Description	Bid Requirement	Bidder's Specification
1	Type	Road & Gutter Suction sweeper	
2	Minimum Sweeping Width	2200 mm with cylindrical brushes and side brush. The Sweeping System consists of one central brush, two side brushes and two suction heads. Sweeping is carried out with the help of central brush and one of the side brushes. The orientation of the central brush can be adjusted towards right or left as per requirement depending upon the direction of the Travel of the machine for cleaning the dirt on the right or left side of the road or along the central verge or side kerb as per sweeping requirement.	
3	Container volume and thickness	6000 - 7500 litres capacity made of heavy duty high corrosion resistant steel	
4	Suction hose behind the flat length	5 metres	
5	Dust control	By water sprinkling Nozzles and the machine should met PM-10 pollution control norms.	
6	Water spraying system	High pressure (100 bars and above)	
7	Auxiliary Engine	4 Cylinder	
8	Minimum Auxiliary Engine Rating	100 HP	
9	Environmental Compliance of Auxiliary Engine	Euro IV / BS IV or as per latest norms of RTO Delhi.	
10	Gross vehicular Weight	15 - 18 tons (4 x 2) chassis	
11	Cleaning Speed	Upto 10 Km/Hour	
12	Minimum Engine Rating of chassis	120 HP or higher	
13	Environmental Compliance	Complying to provision of international standard (EURO-IV / BS IV or as per latest norms of RTO Delhi.)	
14	Wheel base	Min 3200 mm	
15	Conical brush	Diameter min 650 mm	
16	Main brush / cross brush	400 mm x 1500 mm App.	
17	Water tank capacity	Minimum 1000 liters	

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**SPECIFICATIONS FOR INTEGRATED SWEEPING MACHINE WITH VACUUM BASED  
DEBRIS LOADING SYSTEM  
CATEGORY – II**

Sl. No.	Parameters	UOM	Desired Specs	Details of Bidder Offered Machine
1.	Sweeper Type		Integrated with Vacuum Based Loading	
2.	Front Brush Dia	mm	600-700	
3.	Width with 2 Side Brushes and Front Brush	mm	2200-2400	
4.	Side Brush Dia	mm	600-800	
5.	Max Transportation Speed	Km/Hr	25	
6.	Hopper Capacity	Ltrs	4000-5000	
7.	Hopper MOC		Stainless Steel	
8.	Dumping Height	mm	1400-1600	
9.	Hopper Emptying System		Hydraulic	
10.	Debris Loading System		Vacuum Mechanism	
11.	Suction Turbine	KW	40-50	
12.	Airflow	Cu. M/Hr	12000-15000	
13.	Dust Control		By water sprinkling nozzles	
14.	Water Tank capacity	Ltrs.	400 Ltrs. or higher	
15.	Engine Power @ 2200 RPM	HP	100-150	
16.	Fuel Tank Capacity	Ltrs	More than 100 Ltrs.	
17.	Overall Height	mm	2500-3000	
18.	Suspension		Leaf Spring Suspension	
19.	Steering System		4 Wheel steering system for higher maneuverability	
20.	Gradient at full load	%	20-25	
21.	Turning Radius	mm	4000-5000	
22.	Engine emissions		EURO IV/BS IV or as per latest norms of RTO	

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**CIVIL ENGINEERING DEPARTMENT  
NEW DELHI MUNICIPAL COUNCIL  
PALIKE KENDRA : NEW DELHI-110001**

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**TECHNICAL BID FOR DEPLOY AND O&M OF MECHANICAL SWEEPER(S) OF  
REQUIRED CAPACITY FOR SWEEPING OF ROADS, WITHIN THE JURISDICTION OF  
NDMC.**

1. Name of company (Block Letters) \_\_\_\_\_
2. Date of Incorporation: \_\_\_\_\_
3. Name of the Authorised Representative \_\_\_\_\_
4. (i) Complete Address: \_\_\_\_\_  
\_\_\_\_\_  
(ii) Telephone No. (Mob.) \_\_\_\_\_  
(Office Landline) \_\_\_\_\_
5. The applicant should be authorized to apply on behalf of the Company. Also furnish an authority letter in favor of Authorised Signatory. Also enclose a copy of the Memorandum and Articles of Association of the company with the RFP form.
6. (a) Amount of Earnest Money deposited \_\_\_\_\_  
(b) Details & Date \_\_\_\_\_
7. Whether Latest Income-Tax return alongwith PAN enclosed \_\_\_\_\_
8. Any other information, which the Bidder / Applicant may like to furnish \_\_\_\_\_

**Signature of Bidder / Applicant**

**Name/Designation** \_\_\_\_\_

\_\_\_\_\_

**DECLARATION**

I/We have gone through the contents of this RFP documents carefully and the information furnished by me/us is true to the best of my/ our knowledge and belief and nothing has been concealed there from. I / We have also read carefully the terms and conditions annexed herewith by which I/We shall abide by.

**Signature of Bidder / Applicant**

Date \_\_\_\_\_



**E-PROCUREMENT TENDER  
ENCLOSURE LIST (SCANNED COPIES)  
DOCUMENTS TO BE SUBMITTED WITH TECHNICAL BID**

1. Duly completed RFP document.
2. Terms and Conditions of the RFP duly accepted.
3. Copy of the PAN card of Company
4. Copy of the latest income tax return.
5. Copy of the financial turnover during the last three years ending last day of the preceding month in which the RFP are invited of the Company duly certified by CA.
6. Proof of having two years experience. Bidder must submit client certificate along with satisfactory performance.
7. Satisfactory completion of the similar works / Reference List and Purchase order for Mechanical Sweeper.
8. Affidavit regarding non-blacklisting/non-termination.
9. Solvency certificate from a Scheduled Commercial Bank.
10. Copy of profit and loss account duly signed by CA firm for the last three year ending March 2014. Proof of EMD deposited.
11. Proof of EMD deposited.
12. EPF Registration Certificate
13. ESI Registration Certificate
14. VAT Registration.
15. TIN No. along with last Tax return filled.





**FINANCIAL BID FOR HIRING OF MECHANICAL SWEEPING MACHINES**

**Name of work: DEPLOYMENT OF MECHANICAL SWEEPER(S) OF REQUIRED CAPACITY FOR SWEEPING OF ROADS, WITHIN THE JURISDICTION OF NDMC.**

**SCHEDULE OF QUANTITIES**

Item No.	Description of item	Quantity	Rates per Km of Road Lane Length Sweeping	
			4	
1	2	3	In figures	In words
1.	Hiring including Operation and Maintenance of mechanical road sweeping machine four numbers of Category-I as per the specifications, accessories and equipments mentioned in Annexure 'A' (Additional Terms & Conditions) for cleaning and sweeping of roads, side channels of approx. 35 Km per day per machine including disposal of accumulated silt to the MCD sanitary land fill through Mechanical transport complete. (The machines to be operated during night hours from 9.30 PM to 5.30 AM or as decided by Engineer-in-charge).	10,920 Km road lane length per year		
2.	Hiring including Operation and Maintenance of mechanical road sweeping machine two numbers of Category-II as per the specifications, accessories and equipments mentioned in Annexure 'A' (Additional Terms & Conditions) for cleaning and sweeping of roads, side channels of approx. 25 Km per day per machine including disposal of accumulated silt to the MCD sanitary land fill through Mechanical transport complete. (The machines to be operated during night hours from 9.30 PM to 5.30 AM or as decided by Engineer-in-charge).	3,900 Km road lane length per year.		

**Note:-**

- 1. Rates quoted by the firm shall be inclusive of all taxes/charges and which will be valid throughout the contract period.**

Deviation in the quantity/ No. of Mechanical Road Sweeper will be (+) 100% and (-) 30% of the specified quantity.

I / We hereby offer the above-mentioned rates for hiring of machine. This offer submitted is unconditional.

Signature of Bidder / Applicant with Stamp

Dated: \_\_\_\_\_



**FORM OF PERFORMANCE SECURITY (GUARANTEE)**  
**BANK GUARANTEE BOND**

1. In consideration of the Secretary, NDMC (hereinafter called "NDMC") having offered to accept the terms and conditions of the proposed agreement between \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called "the said contractor(s)") for the work \_\_\_\_\_ (hereinafter called "the said agreement") having agreed to production of an irrevocable bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as a security / guarantee from the contractor (s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We, \_\_\_\_\_ (hereafter referred to as "the  
(indicate the name of the Bank)  
Bank") hereby undertake to pay to the NDMC an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on demand by the NDMC.

2. We, \_\_\_\_\_ do hereby undertake to pay the  
(indicate the name of the Bank)  
amounts due and payable under this guarantee without any demure, merely on a demand from the NDMC stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (rupees \_\_\_\_\_) (only).

3. We, the said bank further undertake to pay the NDMC any money so demanded notwithstanding any dispute or disputers raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ further agree that the guarantee  
(indicate the name of the Bank)  
herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the NDMC under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the NDMC certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, \_\_\_\_\_ further agree with the  
(Indicate the name of the Bank)





NDMC that the NDMC shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the NDMC against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the NDMC or any indulgence by the NDMC to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank of the Contractor(s).
7. We, \_\_\_\_\_ lastly undertake not to revoke this guarantee  
(indicate the name of the Bank)  
except with the previous consent of the NDMC in writing.
8. This guarantee shall be valid upto \_\_\_\_\_. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only) and unless a claim in writing is lodged with us by the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ for \_\_\_\_\_ (indicate the name of the Bank)

