

**DELHI URBAN SHELTER IMPROVEMENT BOARD
GOVT. OF NCT OF DELHI
OFFICE OF THE EXECUTIVE ENGINEER, C-4**

NOTICE INVITING QUOTATION

NIQ No.02/Ex. Eng.-C-4/DUSIB/2021-22

Dated: 15.11.2021

Sealed item rate quotations in two envelopes (to be submitted simultaneously), are invited by Executive Engineer, C-4, DUSIB on behalf of Chief Executive Officer, DUSIB from the registered NGOs, Proprietorship/ partnership Firms, companies registered under Companies Act, who essentially meet requisite "Eligibility Criteria" and NGOs of following categories:-

- a) Youth and Women's Community based groups.
- b) Universities and Institutions.
- c) Nehru Yuva Kendras.
- d) Unorganized worker's Trade Union.
- e) NGOs and CSOs registered under Societies Registration act 1860 and Trust acts or other similar laws of the state Governments.
- f) Self Help groups and Committees recognized by the state Governments.
- g) Resident Welfare Associations.

for the under mentioned work. The enlistment/registration of the intending bidders/ quotationers must be valid on the last date of closing of the bid/quotation.

However, Blacklisted and/or debarred bidders in any department/institution shall not be eligible to participate in NIQ for the work.

The quotation has two components namely Part-A1 & Part-B.

Part-A (Part A-1 + Part A-2) includes min. notified wages of stipulated labour (i.e. Part A-1), Applicable bonus if any and contribution of employer towards EPF & ESI (i.e. Part A-2).

Part-B includes electricity consumption charges, T&P, machines/jet machine, Upkeep of sanitary napkin dispenser and sanitary pad incinerator in ladies section (sanitary napkin dispenser and sanitary pad incinerator shall be provided by department as per requirement) other allied items like brooms, mopes, cleaning material, powder, soap etc., contingencies and expenditure for initial as well as day to day repairs including labour component of repair and upkeep of fixtures and fittings, contractor profit and over heads on Part-A-1 and Part-B both and labour cess etc. for Operation, Management and Maintenance of JSCs complete under the scope of work.

Both the parts are exclusive of GST.

Name of Work:- Pay & Use JSC

Sub-Head:- Operation, Management and Maintenance of Jan Suvidha Complexes 16 nos. at locations in AC No. 17 (Wazirpur) as per list under jurisdiction of division C-4 of DUSIB for 3 months (Group 2) (520 seats).

Estimated Cost of Work:- Part-A (fixed part) **Rs.2807502/-** (including wages of stipulated labour.

Part-B (variable part) **Rs.928200/-**

Total Estimated Cost = (Part A + Part B) = Rs.3735702/-

Earnest Money :- Rs.74714/- through ECS/RTGS in account of **Ex.Engineer-C-4 DUSIB in Central Bank Of India Branch DDA Building Slum & JJ Wing, Vikas Kuteer, New Delhi-110002 Saving Bank Account No.3421435954, IFSC Code No. CBIN-0281467, Branch Code 1467** up to 15.00 hrs on **LAST DATE OF SUBMISSION OF QUOTATION. However, entire amount of Earnest Money may be deposited through ECS/ RTGS.**

Quotation Document Cost:- Rs. 500/- to be deposited in the same manner as that of Earnest Money.

Period of Work:- Three Months

Release/up-loading of NIQ by the EE C-4: Dated 15.11.2021.

Closing of Bid: On dated **18.11.2021 upto 15.00 Hrs** .

Date & time of opening of Technical Bid (Envelope-1) :- 18.11.2021 at 15:30 Hrs.

Validity:- Bid shall remain valid for **30** days from the last date/extended date of submission of bid.

The Bidder shall submit the mandatory self-attested copies of following documents along with quotation (**Envelope-2**), for determination of Eligibility Criteria (**Envelope-1**) (**To be opened first**):-

- i) **The Receipt/Slip w.r.t. deposition of earnest money & quotation document cost through Bank.**
- ii) **Valid Registration Certificate of intending agencies/bidders** under Society act/company act or any other relevant act applicable for the agencies including those categories as mention in the NIQ. (a to g).
- iii) **GST Registration Certificate.**
- iv) **Registration certificate with EPF & ESI Departments, In case The agency is not registered with EPF & ESI department, receipts showing applied for with the respective department be submitted.**
- v) **PAN card .**
- vi) **ID Proof/Aadhar**
- vii) **Form-A for Financial Information duly certified by Statutory Auditor of the agency/Chartered Accountant.**
- viii) **Form-C** containing details of all works of similar nature completed during last seven years.
- ix) **Form-E for Performance Report of Works** as referred in Form- C duly supported with Award letters of concerned works.
- x) **Undertaking for Self-Declaration** (as per prescribed format).

Note:-

1. **DUSIB shall not be responsible in any way for non-crediting of EMD amount and/or Quotation Cost in the account of EE C-4, DUSIB by due date and time as mentioned in NIQ and in such cases, bid shall not be considered**
2. **The bidder has to bid/quote its rate in Rupees for Part-B only (Envelope-2). Zero or negative bids shall not be acceptable.**

Format- “Undertaking for Self Declaraion”

I/We-----S/o-----R/o -----do hereby solemnly affirm & declare as under:-

1. That I am the sole proprietor/President/partner/authorized representative of the agency/NGO of M/s.....
2. i) That I have deposited the requisite EMD amount & quotation cost in EE’s A/C No..... by way of ECS/RTGS No.Dt.at Bank drawn in favour of EE C- ..., DUSIB.
ii) In case of my/our quotation is not accepted as per terms and conditions of NIQ and for any refund is made to me/us, the refund may please be made to the account as per details given below:-
(a) Bank, Branch Code, Place details etc.
(b) Account No.(c) IFSC Code No.
(d) UTR/RTGS No.....
3. I/We have read and examined the Notice Inviting quotation as well as General Terms and Conditions, Special terms & conditions, Schedule of Work & other documents and all other contents in the quotation document for the work.
4. I/We have inspected all the Jan Suvidha Complexes mentioned in the quotation documents with respect to existing condition including user behavior.
5. I/We hereby quotation for the work specified by the DUSIB within specified time in accordance with the terms and conditions and special conditions.
6. We agree to keep the quotation open for Thirty **(30) days** from the last date/extended date of submission of bid and not to make any modifications in its terms and conditions.
7. If I/We, fail to deposit the prescribed performance guarantee within prescribed period, I/We agree that the DUSIB shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said Earnest Money absolutely. Further, if I/We fail to commence work within specified period, I/We agree that DUSIB shall without prejudice to any other right or remedy available in law be at liberty to forfeit the said Earnest Money and performance guarantee absolutely. Further, I/We agree that in case of forfeiture of Earnest Money/performance guarantee as aforesaid, I/We shall be debarred for participation in the NIQ process of such works as per decision of DUSIB.
8. I/We have not been debarred/black listed from quotationing by any department/ organization in India.

I, Son/Daughter of Sh..... Age years resident of..... do hereby affirm and declare that the information given above and in the enclosed documents is true and correct to the best of my knowledge and belief and nothing material has been concealed therein. I am well aware that concealment of facts and giving false information is punishable offence and in case I am guilty of giving false information or concealment of facts herein, I will be liable to be punished with imprisonment and / or fine as per the relevant provisions of law. I also undertake that the benefits availed by me by furnishing such false information or concealment of the facts shall be liable to be summarily withdrawn **and my earnest money/Performance guarantee/ Security deposit as stipulated in NIQ conditions, be forfeited as per provision in NIQ.**

Dated.....
 Postal Address.....

Name & Signatures of President/
 Main person of agency & Stamp/Seal

Witness: Name..... Signatures.....
 Address:.....Occupation:.....

Payments to be made under the contract:-

Part-A (fixed part) will be reimbursed to the agency by the DUSIB

- (i) Part A-1 : On submission of bill of actual payments made to the deployed staff at the work on account of wages through RTGS/NEFT mode in their bank accounts and based on minimum wages as notified by GNCTD along with other requisite documents from time to time. Such payments will be restricted for the staff deployed by the agency as stipulated in condition No. 25 of the NIQ document.
- (ii) Part A-2 : Employer's contribution for EPF & ESI shall be reimbursed on actual basis and Bonus shall also be reimbursed on actual basis but restricted to minimum bonus as applicable if any for the manpower deployed at the work on production of documents to the entire satisfaction of Engineer-in-charge. Such payments will be restricted for the staff calculated as per deployments of..... staff stipulated as per condition No. 25 in the NIQ document. **Agency has to submit separate ECR and separate e-challan in respect of EPF of labour for this particular work for reimbursement of employer contribution.**

Part B (variable part):contractor has to **quote its rates in Rupees** for variable part only(**Envelope-2**) and part B shall be paid by DUSIB as per accepted rate (quoted per WC per month) by the agency for functional/operational WCs .

Agency will be eligible for monthly payments on account of both parts

Note: GST if applicable shall be reimbursed on actual basis on production of documents to the entire satisfaction of Engineer-in-charge.

Salient features of Operation, Management & Maintenance(Free User Charge)

Scheme proposed to be implemented by DUSIB through the O&M agencies:-

- A. Delhi Urban Shelter Improvement Board, GNCT of Delhi (here-in-after referred to as “**DUSIB**”) is presently providing Common Toilet Facilities popularly known as Jan Suvidha Complexes (here-in- after referred to as “**JSCs**”) in JJ Clusters/Slum Bastis scattered all over Delhi. The DUSIB is the owner of these JSCs. There are approximately 700 nos of JSCs under the jurisdiction of DUSIB at present having about 18000 WCs. These are proposed to be operated, managed & maintained through Non-Government Organizations (NGOs)/other agencies meeting eligibility criteria. The intending agencies need to be registered under respective categories/acts as mentioned in NIQ document
- B. The JSCs are proposed to be operated, managed & maintained by the successful bidder on “**Free User Charge Basis**” for specified period prescribed in the NIQ document/NIQ. The O&M agency shall be paid by DUSIB for the work of operation. Management & maintenance of JSCs as per the awarded rate & shall not be permitted to take user charges from the users under any circumstances.
- C. The “Free User Charge” scheme has been implemented by the DUSIB in pursuance of the commitment of the GNCT of Delhi to make the city clean and to get rid of the menace of rampant open defecation and as such the concerned O&M agency would be expected to work to that target.
- D. The JSCs under the scope of work can be combination of Pucca Structures/ Semi-Pucca Structures/ Prefabricated Structures/Cubicles/ Mobile Toilet Vans (MTVs).

Broad Scope of Work to be executed by the O &M agency:-

1. The O & M agency shall operate, maintain and manage all the JSCs covered under scope of work (list of JSCs at Annexure-A) as per the terms and conditions set forth here-in-after at free of cost to the user. They shall deploy maintenance staff such as Safai Karamcharies/ Cleaning staff, Attendant/Resident Caretaker and other Supervisory staff as prescribed in the quotation and necessary for smooth operation, management and maintenance of the JSCs, to the satisfaction of the Engineer-in-charge. One female safai karamchari has to be deputed in JSCs having WCs seats more than 50 nos.
2. The JSCs under the scope of work can be combination of Pucca Structures/ Semi-Pucca Structures/ Prefabricated Structures/Cubicles/ Mobile Toilet Vans (MTVs).
3. The JSCs having 10 or more WCs, shall be cleaned with mechanized means.
4. The O & M agency shall motivate and educate the public/users through publicity and promotional activities for using the toilet complexes. Providing awareness to community shall be the integral part of operation and maintenance of JSCs by the agency. It will increase awareness for health and sanitation to community members.

Eligibility Criteria:-

Besides, registration of agencies in concerned departments, those agencies who fulfill the following requirements shall only be eligible for participation in the quotation for said work:-

(A). Experience :- Experience of having successfully completed following works during last 7 years-

(i) Three similar completed works each costing not less than the amount equal to 40% of estimated cost put to quotation i.e. amount including Part-A-1 & Part-B

or

Two similar completed works, each costing not less than the amount equal to 50% of the estimated cost put to quotation i.e. amount including Part-A-1 & Part-B

or

One similar completed work of aggregate cost not less than the amount equal to 80% of the estimated cost put to quotation i.e. amount including Part-A-1 & Part-B

and

(ii). One completed work of similar nature costing not less than the amount equal to 40% of the estimated cost put to quotation i.e. amount including (Part-A-1 & Part-B) with some Government Departments/Autonomous Bodies/ Public Sector Undertakings during the last 7 years.

OR

Experience of Operation, Maintenance & Management of 30 % of WCs under the scope of work in NIQ must be for a continuous period of two years in Govt. Deptt., in place of (i) & (ii) above.

The House keeping agencies/NGOs maintaining Night Shelters, are permitted to participate in the NIQ with the condition that they shall have an experience of maintaining 5% of total WC seats (as mentioned in the NIQ), under the scope of works already executed.

Here, Part-A is fixed component of wages etc and Part-B is variable component for other services for bidding purpose.

(Regarding the above Conditions – (i) & (ii) in respect of Experience of work under Eligibility Criteria, it is clarified that any agency having executed one completed Govt. work of similar nature costing equal to 40 % of the estimated cost put to NIQ i.e. amount including (Part-A-1 & Part-B) or more, to be considered under condition (i), the condition-(ii) shall not be required to be fulfilled by that agency separately).

Similar nature of work shall mean the work of “Operation, Management & Maintenance of toilet Complexes” or “O & M works of Night Shelters” or housekeeping works, anywhere in India during last seven years. The value of executed works shall be brought to current costing level as per the need by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for quotation. The Bidders shall furnish the following:- **(a)** List of all works of similar nature successfully completed during the last seven years (in Form “C”). **(b)** Performance Report in Form-E, issued by the employers concerned not below the rank of Executive Engineer or equivalent like Estate Manager, Project Manager, etc. towards successful completion of the works.

(B). Turnover:- The average annual financial turn-over of the bidders on similar works worked out for any 3 years during the immediate last **5 consecutive financial years ending 31st March 2020 duly certified by an Statutory Auditor of the agency**, shall be at least equal to 30% of the estimated cost i.e. amount including

Part-A-1 & Part-B. The year in which no turn-over is shown during immediate last 5 consecutive financial years, would not be considered for working out the average.

FORM 'A'
FINANCIAL INFORMATION

Financial Analysis – Details to be furnished duly certified by the Statutory Auditor of the agency/ Chartered Accountant..

Turnover during the Years

2015-16	2016-17	2017-18	2018-19	2019-20

Av. Annual turnover of any 3 years (maximum wise) on works of “Operation & Management of JSCS/Night Shelters/similar Housing keeping works during last 5 years = Rs.

Name & Signature of Statutory Auditor with Seal

Name & Signature of Bidder(s) with Stamp

FORM 'C'
**DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED DURING THE
LAST SEVEN YEARS ENDING LAST DAY OF THE MONTH.....**

NAME OF AGENCY:-

S. No.	Name of work/ project and location	Owner or sponsoring organization	Gross Amount of work executed in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/ Arbitration Cases pending/ In progress With details*	Name and address/ telephone number of officer to whom reference to be Made.	No. of total WCs maintained under executed works of similar nature.
1	2	3	4	5	6	7	8	9	10

*Indicate gross amount claimed and amount awarded by the Arbitrator.

Name & Signature of Bidder(s)
Stamp of Bidder.

FORM 'E'**Name of Department****No.****Dated:.....****PERFORMANCE REPORT OF WORKS AS REFERRED IN FORM 'C'**

1. Name of work/ project & location
2. Name of Agency:-
3. Agreement no./ letter of Intent / Any other reference no
4. Estimated cost
5. Total Amount of work executed-
6. No. of WCs if maintained under scope of work-
7. Date of start
8. Date of completion
 - (i) Stipulated date of completion
 - (ii) Actual date of completion
9. Amount of compensation levied for delayed completion, if any
10. Amount of reduced rate items, if any
11. Performance Report

(1) Quality of work	Very Good/ Good/ Fair/ Poor
(2) Financial soundness	Very Good/ Good/ Fair/ Poor
(3) Technical Proficiency	Very Good/ Good/ Fair/ Poor
(4) Resourcefulness	Very Good/ Good/ Fair/ Poor
(5) General Behaviour	Very Good/ Good/ Fair/ Poor

Name & Signatures of
Executive Engineer or Equivalent
(alongwith official Stamp)

GENERAL TERMS & CONDITIONS:-

1. Definitions:-

For the purpose of O & M agreement to be entered into by the parties concerned, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

- i) The Owner means the DUSIB, GNCTD (First party), which expression shall unless excluded by or repugnant to the context, include its representatives.
- ii) The Owner's representatives means the Executive Engineer concerned of Civil Divisions, in-charge of the JSCs proposed to be maintained through the O & M agencies or any other person authorized by him/her.
- iii) "Approval" means order by DUSIB's representative in writing including subsequent confirmation of previous approval.
- iv) "Engineer-in-charge" means the Executive Engineer of concerned Division of DUSIB who is overall in-charge of the JSCs proposed to be maintained through the O&M agency.
- v) "O & M Agency" means the Agency/NGO (Second party) in whose favour, the work of operation, management and maintenance of the JSCs is awarded.
- vi) The separate quotations for all works, shall be invited by the concerned EE _____ (Civil) as per General Condition No.4.

2. (a) Documents (in Envelope-1) to be submitted along with quotation shall be as under:-

- i) **The Receipt/Slip w.r.t. deposition of earnest money & quotation document cost through Bank.**
- ii) **Valid Registration Certificate of intending agencies/bidders** under Society act/company act or any other relevant act applicable for the agencies including those categories as mention in the NIQ. (a to g).
- iii) **GST Registration Certificate.**
- iv) **Registration certificate with EPF & ESI Departments, In case The agency is not registered with EPF & ESI department, receipts showing applied for with the respective department be submitted.**
- v) **PAN card .**
- vi) **ID Proof/Aadhar**
- vii) **Form-A for Financial Information duly certified by Statutory Auditor of the agency/Chartered Accountant.**
- viii) **Form-C** containing details of all works of similar nature completed during last seven years.
- ix) **Form-E for Performance Report of Works** as referred in Form- C duly supported with Award letters of concerned works.
- x) **Undertaking for Self-Declaration** (as per prescribed format).

(b) Envelope-2 shall be submitted simultaneously by the agencies for financial Bid.

3. Pre-Qualification Criteria:-

The bidder must satisfy the Eligibility Criteria. If self-attested copies of documents are not found submitted in respect of any bidder at the time of opening of Technical Bid (Envelope-1), such bidders shall be treated as ineligible bidders & their bids shall be rejected and their Financial Bids shall not be opened.

The bidder must not be blacklisted and/or debarred from future bidding in any department/organization. Bids of such a bidders shall be rejected summarily and the matter shall be reported to the concerned authority for necessary action.

4 :- Mechanism for quotation process:-

1. It will be mandatory for the bidders to submit self-attested required documents.
2. The “Technical Committee” constituted by DUSIB for scrutiny of Technical Bids, shall examine the documents received in the Box placed in office of concerned EE through Technical bids (Envelope-1) and decide the eligibility of bidders. The Financial bids (Envelope-2) of qualified bidders only, shall be opened by the EE, C-4 in presence of intending bidders/quotationer. The date of opening of financial bids shall be intimated by EE,C-4. Thereafter, the quotation files shall be processed for approval of the Competent Authority by the respective EEs (Civil).

5. Award of Work:-

The work will be awarded in favour of lowest bidder whose quoted rate is found lowest and satisfy other criteria after opening of financial bid (Envelope-2). Accordingly, the letter of acceptance of quotation shall be issued by the concerned EE to the agency within the validity period/extended validity period if any.

In case, the lowest quoted total amount of two or more bidders is found same, the successful bidder shall be decided by the EE by draw of lots in the presence of such bidders, SE of the circle, concerned EE, EE(P) of the circle. Maximum 5 works on work order basis will be allowed to any agency on meeting the turnover criteria for each work.

6. Earnest Money/ Performance Guarantee:

- i) The Earnest Money i.e. amount to **Rs.74714/-** including Part-A-1 & Part-B and shall be deposited at the time of quotation till specified date & time.
- ii) The Earnest Money of un-successful bidders shall be refunded immediately after expiry of stipulated bid validity period or immediately after acceptance of the successful bidder whichever is earlier. The Earnest Money of successful bidder shall be returned immediately after receiving performance guarantee on award of work.
- iii) The bidder whose quotation is accepted, will be required to deposit performance guarantee @ 3% of the quotation/bid amount (Amount shall be worked out by adding Estimated amount of Part A-1 (Fixed Part) and Accepted quoted amount for

Part B (Variable part)) within the period of 7 days. The maximum allowable extension for depositing PG shall be 5 days with late fee @ 0.1% per day of performance guarantee. This guarantee shall be deposited either in cash through RTGS mode or in the form of Deposit at call receipt of any scheduled bank/ Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/ Pay order of any scheduled bank (in case guarantee amount is less than Rs.1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the bidder fails to deposit the said performance guarantee within the period as stated above including the extended period, if any, the Earnest Money deposited by the bidder shall be forfeited automatically without any notice to the bidder. The performance Guarantee shall be refunded to the agency after successful completion of work/extended period of completion.

7. Security Deposit:-

- i) In addition to performance guarantee deposited by successful bidder, security @ 5% of gross amount will be deducted from each running bill as well as final bill.
- ii) The Security Deposit shall be refunded to the agency only after successful completion of work and handing over of all complexes back in satisfactory functional condition to DUSIB. Damages, if any, to the complexes shall be properly computed by the Engineer-in-charge and shall be conveyed to the O & M agency concerned before deducting the amount of such damages from the security deposit or from other payments due for works in DUSIB. The damages/fines computed by the Engineer in charge shall be final.
- iii) The Security deposit will be released within 60 days after satisfactory completion of the work/extended period. In case of premature termination of the contract due to default on part of agency, the performance guarantee and security deposit will be forfeited and shall be at the disposal of DUSIB.

8. Letter of Commencement of Work:-

It will be issued by the concerned EE of the division, after deposition of performance guarantee by the agency.

- 9. Taxes:** - GST (as per applicability) paid by the agency shall be reimbursable by DUSIB on actual basis. Any other tax/levy/cess shall be payable by the agency and DUSIB shall not entertain any claim whatsoever in this respect.

10. Signing of Contract/Agreement:- The "Agreement" shall be signed/executed between the concerned Executive Engineer of respective division on behalf of DUSIB (referred to as First Party/Owner) and the successful Bidder (O & M agency) (referred to as Second Party), within 15 days after the issue of the Letter of Commencement of work.

11. Period of the work:-

- i) After issue of Letter of Commencement of Work, the first party shall ensure handing over the possession of the JSCs free from all disputes and encumbrances whatsoever immediately to the Second Party. The period of work shall be three months reckoned from first date of handing over of the complexes, which may further be extended for a maximum period of 6 months.
- ii) These JSCs in functional condition shall be handed over by the First Party to the Second Party on as is where is basis. All initial repairs what so ever except upgradation work, shall be done by the Second Party at its own cost for making the JSC in proper condition. No payment on this account shall be reimbursed / entertained by the First Party.

12. Part Work /Additional Work:-

- i) The competent authority on behalf of CEO, DUSIB reserves himself the right of accepting the whole or any part of the quotation/bid and the quotationers/ bidders shall be bound to perform the same at the rate quoted. If some JSCs are handed over by First Party to the Second Party at subsequent dates due to reasons whatsoever, the amount payable to the agency in that event shall be worked out& paid by the department as per the scope of work on proportionate basis.
- ii) During contract period, the DUSIB can assign/include within the scope of work additional JSCs falling within its jurisdiction. The increased Maintenance Charges and performance guarantee shall be worked out for that scope of work on proportionate basis.

13. Acceptance/ Rejection of quotation:-

The Competent Authority on behalf of CEO, DUSIB does not bind itself to accept the lowest or any other quotation/bid and reserves the authority to reject any or all the quotations/bids received, without assigning any reason. All quotations/bids in which any of the prescribed condition is not fulfilled by the bidders, shall be summarily rejected.

14. Forfeiture of Earnest Money:-

(A) DUSIB shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money and the Bidders shall not be allowed to participate in the re-quotation process of the work if the bidder withdraws his/her quotation before approval.

(B) DUSIB shall, without prejudice to any other right or remedy, be at liberty to forfeit in case of default-

(a) 100% of the earnest money (at the time before submission of PG)

(b) 100% Performance guarantee (at the time after deposition of PG).

(C) All Security money if any (along with 100% PG at the time work is in progress) and the contract shall be determined. The agency will not be allowed to participate in the re-quotation process of the work.

If

(i) Any bidder found black listed or debarred at any time before or after acceptance of quotation

(ii) Found false/forged document/undertaking/Affidavit/information submitted by any bidder (in case of consortium by any member irrespective of as lead or other member) at any time before or after acceptance of quotation.

(ii) For any other cause leading to breach of Conditions stipulated in Quotation/Agreement.

15. Safety Measures for deployed staff:-

The O & M agency shall be fully responsible for safety of labour, working staff & any one deployed at the JSCs. Proper safety equipments as per requirement of site shall be provided by the agency & agency shall be fully responsible for any accident & consequential claims etc. & DUSIB shall not be responsible in any manner.

16. Insurance-

- i) The Agency shall insure his labour against risk of life for entire period of completion of work with Insurance Company and shall make all necessary payments for the same during the entire duration of execution of the work under reference. The Agency shall produce the policies of the Insurance to the concerned EE before start of the work and its subsequent renewal during the contract period.
- ii) The Agency shall abide by all rules and regulations as per Employees State Insurance Act.

17. Agency to indemnify-

The Agency shall be liable for and shall also indemnify the DUSIB against all liabilities, losses, claims, demands, proceedings, damages, costs, charges and expenses and further agrees to defend, indemnify and hold the Board harmless from any penalty whatsoever in respect of any injury or damage to any property or to personals during the execution of work or by the action of any central or state or local authority for violation by the agency engaged on the work.

18. Recovery of Compensation paid to Workman-

In every case in which by virtue of the provisions Sub – section (I) of Section 12, of the Workmen’s Compensation Act, 1923, DUSIB is obliged to pay compensation to a workman employed by the Agency, in execution of the works. DUSIB will recover from the Agency, the amount of the compensation so paid; and without prejudice to the rights of the DUSIB, under Sub – section (2) of Section 12, of the said Act,

DUSIB shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from the sum due to the Agency whether under this contract or otherwise. DUSIB shall not be bound to contest any claim made against it under Sub – section (1) Section, 12 , of the Act, except on the written request of the Agency and upon his giving to DUSIB, full security for all costs for which DUSIB might become liable in consequence of contesting such claim.

19. Ensuring Payment and Amenities to Workers if Agency fails-

In every case in which by virtues of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Resolution and Abolition) Central Rules, 1971, DUSIB. is obliged to pay any amounts of wages to workman employed by the Agency in execution of the work, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the CPWD / PWD (Delhi Administration)/DJB Labour Regulations, or under the Rules framed by DUSIB/Delhi Govt. from time to time for the protection of health and sanitary arrangements for workers employed by CPWD/PWD/DJB/DUSIB. The DUSIB will recover from the Agency, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the DUSIB. Under Sub – section (2) of Section 20, and Sub – section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, DUSIB shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by DUSIB to the Agency whether under this contract or otherwise. DUSIB shall not be bound to contest any claim made against it under Sub – section (1) of Section 20, Sub – section (4) of Section 21, of the said Act, except on the written request of the Agency and upon his giving to the DUSIB, full security for all costs for which DUSIB might become liable in contesting such claim.

20. Labour Laws to be complied with by the Agency

The Agency shall obtain a valid labour license under the Contract Labour (R & A) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules, 1971, before the commencement of the work, and continues to have a valid license until the completion of the work. The Agency shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act ,1979. The Agency shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

21. The age of labour i.e. Men/Women to be engaged by the agency on this wok, shall be between 18-50 years.

22. Payment of Wages

- (i) The Agency shall pay to labour employed by him either directly or through sub – Agencies, wages not less than minimum wages as notified by GNCTD from time to time and as per Labour Regulations or as per provisions of the Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulations and Abolition) Central Rules, 1971, wherever applicable. All the wages to the labour deployed by the agency directly by the agency or through any sub agency shall be paid through RTGS/NEFT
- (ii) The Agency shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub – Agencies in connection with the said work, as if the labour had been immediately employed by him.
- (iii) In respect of all labour directly or indirectly employed in the works for performance of the Agency's part of this contract, the Agency shall comply with or cause to be complied with the CPWD / PWD (Delhi Administration) / DUSIB Agency's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publications of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (iv) (a) The concerned EE, shall have the right to deduct from the money due to the Agency any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non – fulfillment of the conditions of the contract for the benefit of the workers, non – payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non – observance of the Regulations.
 (b) Under the provision of Minimum Wages (Central) Rules, 1950, the contract or is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default the concerned EE, shall have the right to deduct the sum or sums not paid no account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the Agency.

In the case of Union Territory of Delhi, however, as the all inclusive minimum daily wages fixed under Notification of the Delhi Administration No. F. 12(162) MWO / DAB / 43884-91, dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.

- (v) The Agency shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Agency's Labour (Regulation and Abolition) Act, 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
- (vi) The Agency shall indemnify and keep indemnified DUSIB against payments to be made under and for the observance of the laws aforesaid and the Delhi Govt. Labour Regulations without prejudice to his right to claim indemnity from his sub – Agencies.
- (vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the Agency to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- (ix) The Agency shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

23. Contribution of EPF and ESI

Employer's contribution for EPF & ESI shall be reimbursed on actual basis for the manpower deployed at the work on production of documents to the entire satisfaction of Engineer-in-charge. **Agency has to submit separate ECR and separate e-challan in respect of EPF of labour for this particular work for reimbursement of employer contribution.**

24. Minimum Wages Act to be Complied with-

The Agency shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970 amended from time to time and rules framed there-under and other labour laws effecting contract labour that may be brought into force from time to time. All wages shall be paid through RTGS/ NEFT.

25. Deployment of Staff by the Agency for the JSCs:-The O & M Agency shall deploy the staff on regular basis for all JSCs covered in a particular work as per the following:-

- | | |
|--|---|
| (i) Supervisor (Matriculate but not graduate) | @ 1 No. per 10 Nos of JSCs |
| (i) RCT/Attendant (Skilled category) | @ $1+1/6^{\text{th}}$ reliever = 1.17 for each JSC having 10 Nos. or more than 10 WC seats. No RCT/caretaker is required for JSCs having less than 10 Nos. of WC seats. |
| (iii). Safai Karmcharis (Un-Skilled Category)
(Cleaner) | <p>a) @ $1+1/6^{\text{th}}$ reliever = 1.17 Nos. for each JSC having less than 10 Nos. of WC seats</p> <p>b) @ $2+1/6^{\text{th}}$ reliever = 2.33 Nos. for each JSC having WCs from 10 to 50 Nos, (one for each day shift)</p> <p>c) @ $4+1/6^{\text{th}}$ reliever = 4.67 Nos. for each JSC having more than 50 Nos. of WC seats (2 Nos. in each day shift)</p> |

The agency shall have to deploy at least one female safai karamchari (Cleaner) in the JSCs having WC seats more than 50 Nos. For JSCs having WCs between 10 to 50 Nos., the female safai Karmchari, will be deployed as per feasibility.

The agency shall have to submit the list of all staff of various categories JSC-wise *along with duty hours as per site requirement* to be deployed for the full scope of work under the particular work, to the concerned EE within 7 days from the date of handing over Jan Suvidha Complexes.

The wages of above category of labour i.e. supervisor, caretaker/attendant and safai karamcharis will only be reimbursed as per minimum wages on production of requisite vouchers/documents in respect of payment to the such staff by the agency. The payment to the staff shall be made by agency through RTGS/NEFT and documentary proof of same shall be submitted by the agency. However labour deployment shall not be exceeded as prescribed in above condition of NIQ.

The staff such as Mason, Plumber, Welder, Electrician, Sewer-Man etc. for rectification of defects shall be deployed by the agency as per site requirement but wages/ EPF/ESI of same will not be reimbursed. This component is included in part B of quotation.

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SPECIAL TERMS AND CONDITIONS OF CONTRACT FOR THE WORK OF OPERATION, MANAGEMENT AND MAINTENANCE OF JAN SUVIDHA COMPLEXES ON “FREE USER CHARGE ” BASIS:-

1. Responsibility of the O&M agency:-

The O & M agency (Second Party) shall be responsible to carry out the following:-

- i. The agency shall deploy the minimum staff for operation and maintenance of JSC.. All the staff deployed by the agency ~~xxxxxxx~~ shall have know-how about the operation of all the equipments and machines required in the work.
- ii. **The agency shall have to deploy at least one female safai karamchari in the JSCs having WC seats more than 50 Nos.**
- iii. To undertake daily cleanliness of the facility to maintain hygiene throughout the day and mopping on hourly basis in gents and ladies section of each JSC.
- iv. To ensure the safety and security of the JSCs.
- v. To undertake routine day to day maintenance including prompt repairs of pot holes in flooring, (Kota stone flooring, floor tiles, wall tiles) dampness in wall/ceiling, repair/replacement of sanitary fittings (i/c Taps & WCs)/signages/other fixers etc, clearance of sewer-line blockage & to prevent/rectify leakage from terrace. Minor repairs of doors, water storage tanks, flushing cisterns, etc. shall be done promptly by the maintaining agency at his own cost including replacement of WC seats, doors, flushing cisterns manhole cover & frames
- vi. To undertake day to day repair/maintenance of Horticulture facility available, in accordance with CPWD maintenance Manual.
- vii. To prevent any encroachments or any unauthorized use of the facility/JSCs during the period these remain under their charge.
- viii. The JSCs shall be kept open from 04:00 AM to 11:00 PM for the users. Security & safety of women/children users shall be ensured by the agency. The Complexes and their surroundings shall be kept lit properly during night hours to keep them free from incidents of eve-teasing etc. However, minimum four seats two each in ladies and gents section (or as decided by Engineer-in-charge as per site requirement) shall be kept open from 11:00 PM to 04:00 AM for the users.
- ix. The agency shall not permit the users to litter cigarettes/bidi butts, spitting of Pan/Ghutka Masala etc. inside the complexes. Prescribed Signages as per direction of Engineer-in-charge shall be put up at conspicuous places inside the complexes to desist the visitors/users from such evils.
- x. The agency shall provide suitable Nos. of dustbins both in Gents and ladies sections of the complexes. However, separate dustbin for disposal of sanitary napkins shall be provided in ladies section at appropriate place. **The dustbins shall be of sufficient capacity and shall have proper lids and free from cracks. The dustbins shall be provided with replaceable biodegradable bag. The bag is to be replaced on daily basis or as per requirement. No over spilling of dustbin should be found at any time. It should be kept clean at all the times**

- xi. Washing of cloths shall be allowed only in specified area of the complexes. The open area shall be kept dry at all points of time.
- x. The agency shall be responsible for security and maintenance of all fittings, fixtures, sanitary, water supply and electric installations handed over to them by the DUSIB. These fittings and installations shall be handed over back by the agency to the DUSIB in the same condition on termination of their contract, except normal wear & tear.
- xi. The agency shall provide soap/powder for washing hands by the users free of charge as per requirement.
- xii. The Agency shall repair/ replace all electrical fixtures, accessories in case of non-functionality including Tube Light/ Bulk Head Fixtures, Ceiling/ Exhaust Fans, Compound Light Fixtures, wiring and water supply pump set and its accessories etc. However replacement of Pump Set if required and certified by concerned electrical division, shall be done by DUSIB. Rewiring, if required and certified by respective electric division, shall be done by DUSIB.
- xiii. The agency shall provide plastic/steel mug of one litre capacity in each WC for user. **Mugs shall have proper handle and hold water without cracks/dents.**
- xiv. The agency shall carry out Inspection of each JSC daily through its Supervisor as per “Chart for Inspection of JSC” at Annexure-“D”
- xv. WC seat, bath room, passage & other common areas etc. of JSC’s having more than 10 WC seats under the scope of work, shall be cleaned with mechanical equipment like Powerful High Pressure Jet Machines working on single phase electric supply having pump pressure of more than 100 BAR & water quantity (at max. pressure) of more than 6 liter per minute of Make like Eureka Forbes, “Johnson Diversey” or any other reputed equivalent make as per specifications. The Powerful High Pressure Jet Machines shall be provided by the agency **for JSC’s having more than 10 nos. of wc seats or as per site requirement.** The machines shall be brand new or in good working condition.

If the cleaning is not done with mechanical equipment as specified above, the same shall be treated as a default on part of the agency and action shall be taken as per quotation condition for JSCs having less than 10 seats and recovery of Rs.100/- per WC per month will be effected on account of non use of jetting machine and JSCs having more than 10 seats action will be taken as per JSC conditions (penalty clause).

The repair and maintenance of said Jet Machines shall be the sole responsibility of the O & M agency and in case of breakdown of any jet machine, the agency shall provide and replace immediately the faulty machine at his own risk & cost. Besides above, the cleaning of Septic Tanks of JSCs, where-ever existing, shall be done by the agency through “Sewage Suction Machines” as per site requirement and as per DJB guidelines and Disposal from septic tank shall be disposed at designated points notified by DJB.

2. Maintenance Programme:-

The Agency (Second Party) after taking over possession of complexes shall take following steps for smooth functioning of the complexes:-

- a) The septic tank, if provided, shall be de-silted/cleaned by the agency periodically or as per site

condition/requirement through mechanical means as per DJB guidelines at their own cost so as to ensure unhindered and smooth operation of the JSCs. Disposal from septic tank shall be disposed at designated points notified by DJB.

- b) The internal sewerage system **including the sewerage system outside the boundary wall upto outfall sewer of local body** shall be de-silted by the agency periodically or as per site requirement through mechanical means at their own cost. The agency shall also liaison with the local body concerned for de-silting of the outfall sewerage system so as to ensure unhindered and smooth operation of the JSCs.
- c) The agency shall maintain the water supply system including Tube-Well, if so provided, to ensure availability of water for the users.
- d) The agency shall keep the JSCs in a clean, tidy and orderly condition free of litter, dirt and debris.
- e) The agency shall be responsible for maintenance of the drainages within the individual toilet in accordance with Good Industry Practices.
- f) However, white-washing/distempering/painting on annual basis, up-gradation including major repairs in the JSCs as per requirement shall be carried out by DUSIB at its discretion & own cost and the agency shall facilitate the same.
- g) If any deficiency in services as aforementioned is noticed by the Engineer-in-charge or his authorized representatives during routine inspections of the complexes, the agency shall take such appropriate actions as are necessary to rectify the deficiencies. In case, the agency fails to rectify the deficiencies, the Engineer-in-charge shall be at liberty to get the same rectified at the risk, responsibility and cost of the agency.
- h) The agency shall maintain attendance, complaint and material at site register in prescribe format provided by DUSIB for the users/visitors and reviewed by DUSIB officials / **Any Agency engaged/authorized** by DUSIB. The aforesaid registers shall be issued by DUSIB. Action taken on the complaint/ suggestions should be recorded in the complaint register. This will be reviewed by DUSIB officials weekly/any agency deputed by DUSIB.
- i) The agency shall ensure that no open defecation takes place within and surroundings of the JSCs.
- j) The agency shall ensure proper management and maintenance of the Complex in neat, tidy and hygienic conditions. They shall have to use machinery for cleaning & sweeping purposes as per requirement.
- k) The agency shall deploy round the clock common service team along with specialized staff for attending to emergent electric, plumbing and sewerage complaints.
- l) The agency shall ensure proper check at the entrance so that male users do not attempt to enter the women section. The agency shall ensure utmost privacy and safety of the women users.
- m) The staff deployed by the agency at the JSCs will always be in uniform with name batch as approved by DUSIB.

- n) The Water consumption charges (if any) & Electricity charges shall be borne/paid by the O & M agency.
- o) **Agency will upkeep the sanitary napkin vending machine and sanitary pad inseminator provided in ladies section of JSC's (Sanitary napkin vending machine and sanitary pad inseminator will be provided by department as per requirement)**
- p) **The agency shall adhere to/ follow prevailing or issued from time to time National Green Tribunal guidelines in true spirit.**

3. Frequency of repairs by DUSIB:-

- i) The day to day repairs i/c patch repair to plaster, minor repair to various items of work i/c doors, replacement of glass panes/doors, replacement of wiring damaged due to accident, replacement of broken tiles/ flooring/damaged WCs etc, will be done by O & M agency as and when required immediately. However, up-gradation, rewiring of the complex and major renovation work will be done by DUSIB.
- ii) One time stand by arrangements with respect to electric motor pump set shall be made by the first party (DUSIB) @ **25% of total submersible motor & pumps** however subsequent maintenance including repair if any shall be borne by the second party i.e., Maintenance agency and nothing extra shall be payable on this account.

4. Display Boards:-

- A. The O & M agency shall maintain display Boards (Both in Hindi and English languages) at conspicuous places as directed by the Engineer-In-Charge indicating following information:-
 - (i) Location of JSC.
 - (ii) No. of WC Seats/ Gents/ladies.
 - (iii) No of Bath seats/Gents/ladies.
 - (iv) Use of facilities in JSCs is free of any charge.
 - (v) Name, Address & Contact No. of O & M agency:-
 - (vi) Name, Address & contact No. of Engineer-In-Charge and control room or any number provided by DUSIB.
 - (vii) Name of caretaker/supervisor and safai karamcharies deployed on the JSC.
 - (viii) Chart showing Inspection of JSC as per Annexure- 'D'.
- B. The agency will maintain all the sign/display boards provided by DUSIB at his own cost and will re-install the same at his own cost in case it is missing/damage.

5. Other Conditions:-

- a) The agency shall not endeavor to enter into any contract with any third party without specific approval of the competent authority of DUSIB. In case it is noticed that the O & M agency has entered into contract with any third party, the Board shall be at liberty to terminate the contract of the agency and take back the JSCs.
- b) No separate structure above or nearby to the existing structure shall be allowed to be put up or added.

- c) The agency shall make alternate arrangements for power back up to ensure continuous uninterrupted power and water supply to the JSC. Nothing shall be paid to the agency by the Board on this account.
- d) The agency shall obtain a valid electricity connection in its name from the DISCOM concerned and shall make regular payment of the electricity consumed by them. The agency shall indemnify Board against any untoward cost imposed by the DISCOM concerned in the event of detection of theft of electricity by the O & M agency, if any, during operation of the contract or after its conclusion.
- e) The O & M Agency shall endeavor to arrange prepaid electricity meter so as to avoid any liability on the part of Board at later stage. Security amount of agency will be released only after production of NOC obtained from the DISCOM concerned.
- f) The Agency shall ensure the payment of salary / Wages to the deployed staff upto 7th of every month for the work in preceding month. The necessary certificate shall be submitted by the agency in this regard by 10th of every month to the Engineer-in-charge.
- g) The agency shall maintain attendance, complaint and material at site registers issued by DUSIB for operation and maintenance of JSC.

6. Emergency/De-commissioning:-

- i) If, at any time during the operation of the maintenance agreement, it is deemed necessary and expedient by DUSIB, in public interest to conclude the contract premature, the operation shall be decommissioned by the agency concerned without any contractual liability on the part of the DUSIB. The agency shall abide by the orders/directions of the Engineer-in-charge in that behalf and nothing extra shall be claimed by the agency on this account.
- ii) In case of de-commissioning of the maintenance operations or foreclosure of the contract, no claim shall lie against the DUSIB on this Account. However, security deposit along with other dues, if any, shall be paid to the agency after deducting dues of DUSIB.

7. Rectification of defects:-

- i) Same and Except as otherwise expressly provided in this quotation document, if any loss or damage is caused to the JSCs during the maintenance period, from any cause whatsoever, the agency shall rectify the same at its own cost to the satisfaction of Engineer-in-charge.
- ii) The agency shall not be considered in breach of its obligations under this Agreement if any part of the complex or whole complex is not made available for operation on account of any of the following reasons during the entire duration or part thereof:- Compliance with a request from DUSIB or the directions of any Government Agency, the effect of which is to close all or any part of the complex. Notwithstanding the above, the agency shall keep the unaffected parts of the Work for use provided they can be safely operated and kept open for users.

8. Monitoring and Supervision during Operations by DUSIB officials or through any monitoring Agency engaged by DUSIB :-

The Engineer-in-charge or any representative authorized by DUSIB or any committee based on local community/society team or **Any Agency** engaged by DUSIB may undertake inspection of the JSCs to determine the condition of the complexes including its compliance or otherwise with the maintenance program, and make out a report of such inspection (the O&M Inspection Report) and forward it to the agency concerned for rectification of the deficiencies, if any brought out in the report. The O&M agency shall within stipulated time after the receipt of the O&M Inspection Report submit to the Engineer in-charge detailed measures that have been undertaken for rectification of the defects and deficiencies. The Engineer in-charge shall, after due examination of the compliance report of the O & M agency, be at liberty to notify the agency about any further improvement in services or take any other action as per the terms & conditions in the event of default on the part of the agency.

9. Events of Default:-

Any of the following events shall constitute an event of default by the O & M agency (second party) unless and until such an event has occurred as a result of breach by DUSIB of its obligations under this agreement or a force Majeure.

- i) The O&M agency fails to commence the day to day maintenance after the handing over of complexes.
- ii) Any representation/information made by the O & M agency under this agreement is found to be false or misleading.
- iii) The O & M agency creates any encumbrance at the JSC.
- iv) The O & M agency suspends or abandons the operations of the JSCs without the prior consent of DUSIB, provided that the O & M agency shall be deemed to not have suspended/abandoned operation if such suspension/abandonment was as a result of force majeure and is only for the period such Force Majeure is continuing, or on account of a breach by DUSIB of its obligations under this Agreement.
- v) The O & M agency repudiates this agreement or otherwise intends not to be bound by this agreement.
- vi) The O & M agency suffers an attachment being levied on any of its assets causing a material adverse effect on the contract and such attachment continues for a period exceeding 45 days.
- vii) The O & M agency has neglected or failed to regularly and properly maintain the JSCs in clean and hygienic conditions.
- viii) The O & M agency has delayed or defaulted in any amount payable to DUSIB that has fallen due under this agreement & if such delay exceeds 15 days.
- ix) The O & M agency is otherwise in material breach of this agreement and wishes to surrender. The surrender will be accepted for complete group of the JSCs only and not partly.
- x) The O & M agency takes user charges from the users.
- xi) Use of Water, Electricity or premises for purpose other than specified.
- xii) If the agency does not submit the necessary certificate by 10th of every month to the Engineer-in-charge for a period of continuous two months as per condition No.5 (f)..

10. List of Acts and Omission for which penalty can be imposed

S. No	Performance parameter	Performance Indicator	Penalty for Nonperformance
1	Functional	The JSC shall be kept functional at all times.	<p>1. In case JSC is found closed at any point of time without permission of DUSIB a penalty of Rs. 10000.00 will be imposed on agency.</p> <p>2. In case any seat remains closed due to fault of maintenance agency no payment shall be made for the affected WC seat and in case default exist for more than seven days additional penalty of Rs. 100.00 per WC per day will be imposed.</p>
2.	Cleanliness	The JSC shall be kept need and clean at all the times including de-silting of septic tank and sewer line.	<p>If cleaning of complex is not found satisfactory during inspection or at any point of time or septic tank and sewer line are not found de-silted in time the fine shall be imposed as per following schedule.</p> <p>a) For first time – Rs. 1000 per day for each complex. b) For second time- Rs. 2000 per day for each complex c) For third time – Rs. 3000 per day for each complex. d) For fourth time- Rs. 5000 per day for each complex.</p> <p>In case, the cleaning of any complex not found satisfactory fifth time during a month, the agreement will be terminated and will be handed over to the other agency for maintenance.</p>
3	Cleaning material	Cleaning material including soap/detergent should be available at all times. material at site register should be maintained by the agency.	In case of non-availability of cleaning material including soap for hand washing, detergent is not found at any point of time, fine of Rs. 500 per event will be imposed.
4	Record keeping (as per format prescribed by DUSIB).	Maintaining proper record of complaint cum visitor register and daily inspection report. Attendance, complaint and	<p>If complaint cum visitor register/daily inspection report/Attendance Register, is not found available in the complex during inspection or at any point of time the penalty shall be imposed as per following schedule.</p> <p>a) For first time – Rs. 200 per day for each complex. b) For second time- Rs. 500 per day for each complex c) For third time – Rs. 1000 per day for each complex. d) For fourth time- Rs. 2000 per day for each complex.</p>

		material at site register should be maintained by the agency.	
5	Uniform & ID card	The personal deputed by the agency shall wear the uniform and carry ID card while on duty.	If any person deputed by the agency is not found wearing the uniform and carrying ID card during inspection or at any point of time the penalty shall be imposed as per following schedule. a) For first time – Rs. 200 per day for each complex. b) For second time- Rs. 500 per day for each complex c) For third time – Rs. 1000 per day for each complex. d) For fourth time- Rs. 2000 per day for each complex.
6.	Display Board	The requisite display board as stipulated in quotation documents.	If the requisite display board as stipulate in quotation documents are not found at desired place during inspection or at any point of time the penalty shall be imposed as per following schedule. a) For first time – Rs. 200 per day for each complex. b) For second time- Rs. 500 per day for each complex c) For third time – Rs. 1000 per day for each complex. d) For fourth time- Rs. 2000 per day for each complex.
7	Maintenance of equipment, Jet machine, fittings and fixture.	All equipment/jet machine/fitting & fixture to be in functional condition at all the times.	1. Agencies are required to replace the fixtures & fittings found missing and also rectify the leakage/ seepage from pipes, taps, manhole cover frame, flushing cisterns, bulbs, tube lights, switch board, etc. within 3 hours. In case of non-compliance by the maintaining agency the same shall be done by the DUSIB and the amount shall be recovered at the rate of double the expenditure actually made. 2. The agencies are required to repair flooring, tiles, doors etc. within 7 days. In case of non-compliance by the maintaining agency the same shall be done by the DUSIB and the amount shall be recovered at the rate of double the expenditure actually made. 3. In case of failure of submersible pump/motor same shall be replace within 48 hrs and will make alternate arrangement of water during this period. In case of non-compliance by the maintaining agency the same shall be done by the DUSIB and the amount shall be recovered at the rate of double the expenditure actually made. Incase Jet machines are found non

			<p>functional/not available, during inspection or at any point of time the fine shall be imposed as per following schedule.</p> <p>a) For first time – Rs. 1000 per day for each complex. b) For second time- Rs. 2000 per day for each complex c) For third time – Rs. 3000 per day for each complex. d) For fourth time- Rs. 5000 per day for each complex.</p> <p>5. In case mugs or dustbin along with biodegradable bag are not found available at any time of inspection the penalty shall be imposed as per following schedule.</p> <p>a) For first time – Rs. 200 per day for each complex. b) For second time- Rs. 500 per day for each complex c) For third time – Rs. 1000 per day for each complex. d) For fourth time- Rs. 2000 per day for each complex.</p>
8	Availability of staff	Requisite minimum staff shall be deployed by the agency and be available at all the times.	In case the requisite staff (as per list provided by the agency) is not available, the wages of such staff shall be recovered @ 1.25 times the prevailing minimum wages.

Note: The penalties for Non performance shall be recovered from the running account bills/final bills submitted by and payable to the agency.

11. Termination due to event of Default:-

Without prejudice to any other right or remedy which DUSIB may resort to in respect thereof under this Agreement, upon the occurrence of an event of default on the part of the O & M agency, the DUSIB shall be within its rights to terminate this Agreement by issuing a Termination Notice to the O & M agency, provided that before issuing the Termination Notice, DUSIB shall, by a notice in writing, require the O&M agency to Show Cause to its satisfaction as to why a notice for termination of the contract be not issued. In case the underlying breach/default is not cured upto the satisfaction of DUSIB within a period of 7 days from the date of the receipt of the Show Cause Notice by the O&M agency, the DUSIB shall be entitled to terminate this agreement by issuing the Termination Notice. Provided that-

- i. If the default is not cured within 7 days of the Preliminary Notice, DUSIB shall be entitled to forfeit **Performance Guarantee** with a notice to the agency.
 - (a) The following shall apply in respect of cure of any of the defaults and/or breaches of this agreement.
 - i) The cure period provided in this Agreement shall not relieve the agency from liability for

damages caused by its breach or default;

ii) The Cure period shall not in any way be extended by any period of suspension under this agreement;

(b) If the cure of any breach by the O&M agency requires any reasonable action by them then the same must be approved by DUSIB or any Government Agency. The applicable Cure Period shall be extended by the period taken by DUSIB or the Government Agency to accord the required approval.

12. Termination Payments:-

i) Upon termination of this agreement on account of a breach by the O&M agency, DUSIB shall not be liable to pay any termination payment to the O & M agency.

ii) Upon termination of this agreement on account of Force Majeure, the parties concerned shall bear their own costs.

iii) Rights of DUSIB on Termination of this agreement for whatever reasons, DUSIB shall have the power and authority to –

i. Take possession and control of the JSCs forthwith;

ii. Performance guarantee shall be forfeited and shall be at the disposal of DUSIB.

iii. Prohibit the O & M agency and their representatives from entering upon all the JSCs or any part thereof;

iv. Debar the defaulting O&M agency from participating in future quotations which may be issued by it for similar works for next six months from the date of termination.

13. FORCE MAJEURE:-

No failure or omission by either Party to carry out or observe any of the terms and conditions of this agreement shall give rise to any claim against the party in question or be deemed a breach of this agreement if such failure or omission arises from any of the causes beyond the reasonable control of the party, including, without limitation, war, warlike operation, insurrection, riot, fire, explosion; accident; governmental act, material control regulations or orders, act of God, act of the public enemy, epidemic and quarantine restriction provided that the non-performing party has provided the other party with prompt written notice of the obligations it will not be able to perform and has taken all reasonable care to minimize the effect of any such force majeure situation. If a force majeure event that prevents the O&M agency from performing its obligations under this agreement, does not end within thirty days, then the DUSIB shall be entitled by written notice to terminate this agreement.

14. DISPUTE RESOLUTION:-

i) Mediation:-

The parties shall use their best efforts to settle amicably all disputes including any unresolved controversy or dispute arising out of or in connection with the existence, interpretation, performance, or termination of this Agreement, arising out of or in connection with this Agreement

Dispute:-

The contractor shall promptly within 15 days from the date of arise of dispute request the Superintending Engineer in writing for written instruction or decision. Thereupon, the Superintending Engineer shall give

his written instructions or decision within a period of one month from the receipt of the contractor's letter.

If the Superintending Engineer fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Superintending Engineer, the contractor may, within 15 days of the receipt of Superintending Engineer's decision, appeal to the Chief Engineer who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chief Engineer shall give his decision within 30 days of receipt of contractor's appeal.

If the contractor is dissatisfied with the decision of the Chief Engineer, the contractor may within 30 days from the receipt of the Chief Engineer decision, appeal before the Dispute Redressal Committee (DRC) along with a list of disputes with claims in respect of each such dispute and giving reference to the rejection of his disputes by the Chief Engineer. The Dispute Redressal Committee (DRC) shall give his decision within a period of 90 days from the receipt of Contractor's appeal. The constitution of Dispute Redressal Committee (DRC) shall be appointed by Member Engineering with one Chairman (Of the rank of Chief Engineer other than under whose jurisdiction falls) & two members (one the concerned SE for presenting the case before DRC and second is other than the SE under whose jurisdiction the work falls). The decision of DRC shall be final and binding upon both the parties.

The work of operation, management and maintenance of JSC's shall be governed by and construed in accordance with the law of Delhi and the Courts at Delhi shall have exclusive jurisdiction over all dispute arising under pursuant to and/or in connection with operation, management and maintenance of JSC's.

15. In case any operation is silent or missing in the contract condition the CPWD manual shall be referred. However in case of any conflicting provision in the CPWD manual vis a vis the condition of contract, the provision made in condition of contract will prevail in the contract management.

Annexure A

(See page ___ to ___)

Annexure D**Chart for inspection of JSCs****Date :** _____

1. Location :
No. of
2. Seats/ Baths :
Name of
3. Care Taker :
Name of SafaiKaram
4. Charies :
5. Division :
6. Name of EE :
7. Name of In-charge/ Maintenance Agency :

S.No.	Time of checking	Status of water supply i/c water taps	Status of electrification	Status of mopping in open area	Cleaning of WC and Bath	Avaibility of Soap/detergent	Avaibility of cleaning equipment like mopper, wiper, brooms etc.	Any deficiency noticed	Compliance by maintenance agency	Remarks
1	5: 00 AM to 10:00 AM									
2	2: 00 PM to 4:00 PM									
3	6:00 PM to 8:00 PM									

Note:- This report shall be signed by the Supervisor of the maintaining agency and displayed at appropriate place for review of the DUSIB or through monitoring agency.

DELHI URABN SHELTER IMPROVEMENT BOARD
OFFICE OF THE EXECUTIVE ENGINEER, C-

Financial Bid (BOQ)

(Envelope-2)

Name of Work:- Pay & Use JSC

Sub-Head:- Operation, Management and Maintenance of Jan Suvidha Complexes 16 nos. at locations in AC No. 17 (Wazirpur) as per list under jurisdiction of division C-4 of DUSIB for 3 months (Group 2) (520 seats).

Schedule of work:-

Item	Quantity	Unit	Quoted rate per WC per month For part B only (in Rs.)	Total Quoted Amount for 3 months (in Rs.) for Part B only
<p>PART A:- Cost of Part-A (Part A-1 + Part A-2) includes wages of stipulated labour (i.e. Part A-1), Applicable bonus if any and contribution of employer toward EPF & ESI (i.e. Part A-2) and is reimbursed on actual basis.</p> <p>Cost of fixed component and agency need not quote the rate for part A-1 (The Amount is Tentative and is only for the purpose to evaluate Quotation Amount) Part A-1= Rs.2807502/- Part A-2=Rs. (Reimbursable on the production of receipts of actual payment of EPF and ESI from respective department). <u>The payment of bonus if any will be reimbursed as applicable.</u> Part A = (A-1+A2)</p>	Not Applicable	Not Applicable	Not Applicable	2807502/-
<p>PART B :- Amount payable by DUSIB to agency for Operation & Management of JSC's, including all obligations complete as per NIQ conditions for part B. Quantity for 3 months X 520 No. of WCs=1560.</p>	1560	Per WC per month (inclusive of all taxes except GST)		
<p>Deduct for not providing Jetting machinery for cleaning in JSCs having seats less than 10 wc (11x3)</p>	33	Per WC per month (inclusive of all taxes except GST)		
TOTAL Amount for 3 Months (in Rs.)				

Note-1 :- Part-A is a fixed component and agency need not quote the rate for part-A.

The bidder has to quote the rate for Part-B only.

The detail of part-A is as under:-

Part-A = Part A-1 + Part A-2 (fixed part) includes wages of stipulated labour (i.e.Part A-1), Applicable bonus if any and contribution of employer toward EPF & ESI (i.e. Part A-2)

will be reimbursed to the agency on actual basis by the DUSIB

- (i) **On submission of bill of actual payments made to the deployed staff at the work, on account of wages through RTGS/NEFT mode in their bank accounts and based on minimum wages as notified by GNCTD from time to time. Such payments will be restricted for the staff calculated as per deployments of staff stipulated as per condition No.25 of NIQ.**
- (iii) **Employer's contribution for EPF & ESI shall be reimbursed on actual basis and Bonus shall also be reimbursed on actual basis but restricted to minimum bonus as applicable if any for the manpower deployed at the work on production of documents to the entire satisfaction of Engineer-in-charge. Such payments will be restricted for the staff calculated as per minimum deployments of staff stipulated as per condition of NIQ. Agency has to submit separate ECR and separate e-challan in respect of EPF of labour for this particular work for reimbursement of employer contribution.**

This part includes stipulated labour as per condition of NIQ and employer's contribution for EPF & ESI towards such stipulated labour engaged by the agency.

1. Details of part-B (variable part)

Part-B (variable part): This include electricity consumption charges, T&P, machines/jet machine, upkeep of sanitary napkin dispenser and sanitary pad incinerator in ladies section (sanitary napkin dispenser and sanitary pad incinerator shall be provided by department), other allied items like brooms, mopers, cleaning powder soap etc., contingencies and expenditure for day to day repair including labour component of repair and upkeep of fixtures and fittings, contractor's profit and over heads on Part-A and Part-B both and labour cess etc. for Operation, Management and Maintenance of JSC complete but excluding the GST/work contract tax. Contractor has to quote its rates for variable part only and part-B shall be paid by DUSIB as per accepted rate quoted (per WC per month) by the agency for functional/operational WCs. The rates shall be inclusive of all taxes except GST which shall be reimbursed by the DUSIB as per applicability on production of documents related to deposition of GST for this work with the satisfaction of engineer-in-charge.

Note-2 :- Zero or negative bids shall not be acceptable.

**Name & Signature of Bidder
along with seal/stamp**

List of JSCs under Scope of Work.

List of Jan Suvidha Complexes: Group 2

S.No	Code of JSC	Assembly Constituency No	Location	Division	Total No of Seats at Present
1	17CJ0430	AC-17	DDA Park Chander Shekher Azad Colony Wazir Pur Industrial Area , Opposite c 54, JSC No1	C-04	40
2	17CJ0431	AC-17	DDA Park Chander Shekher Azad Colony Wazir Pur Industrial Area , Opposite c 54, JSC No2	C-04	39
3	17CJ0468	AC-17	Shahdeed Udam Singh Park Industrial Area Wazirpur.	C-04	40
4	17CJ0512	AC-17	Prem Bari Bridge along Railway Line Sukhdev Nagar (D/S Conventional)	C-04	40
5	17PJ0420	AC-17	Jailer Wala Bagh Ashok Vihar, Site 1	C-04	42
6	17PJ0530	AC-17	C Block Azad colony opposite Narula Factory Wazir pur Industrial Area	C-04	19
7	17PJ0422	AC-17	Prem Bari Bridge along Railway Line Sukhdev Nagar	C-04	40
8	17PJ0424	AC-17	Jailer Wala Bagh Ashok Vihar, 0	C-04	40
9	17PJ0502	AC-17	Jailer Wala Bagh Ashok Vihar, Site 2	C-04	40
10	17PJ0503	AC-17	Jailer Wala Bagh Ashok Vihar, Site 3	C-04	42
11	17PJ0504	AC-17	Jailer Wala Bagh Ashok Vihar No.5	C-04	30
12	17PJ0566	AC-17	Opp. A 54 Wazir Pur industrial area	C-04	44
13	17PJ0565	AC-17	Opp. A58 Wazir Pur industrial area	C-04	53
14	17CJ0514	AC-17	C-3 Lawerance Road, Keshav Puram	C-04	3
15	17PJ0505	AC-17	B 70/1 Wazir Pur Industrial Area	C-04	4
16	17PJ0506	AC-17	Prem Bari Bridge along Railway line Sukhdev Nagar	C-04	4
Total					520



