

**DELHI URBAN SHELTER IMPROVEMENT BOARD
GOVERNMENT OF NCT OF DELHI
OFFICE OF THE EXECUTIVE ENGINEER, C-12**

NOTICE INVITING QUOTATION

NIQ No.03/EE C12/DUSIB/2023-24/D- 395

Dated:- 06.09.2023

Sealed item rate quotations in two envelopes (to be submitted simultaneously) are invited by Executive Engineer, C-12, DUSIB on behalf of Chief Executive Officer, DUSIB from the registered NGOs, Proprietorships/Partnership firms, companies registered under Company 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 or other similar laws of the state Governments,
- f) Self held groups and committees recognized by the State Governments
- g) Resident Welfare Associations

For the work mentioned below: The enlistment/registration of the intending bidders/quotationers must be valid on the last date of the bid/quotation.

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

Name of work: Pay and Use JSC(Revenue)

Sub Head: Sub Head : Operation, Management & Maintenance of Jan Suvidha Complexes in AC-15 (Shakurbasti) at Locations as per list under jurisdiction of Division C-12 of DUSIB for Two Months.

Estimated Cost:-Rs. 47,71,972/-

Earnest Money of Rs. 95,500/- (Rs. Ninety five thousand five hundred only) is to be deposited through ECS/RTGS in the Account of Executive Engineer, C-, 12 DUSIB Saving Account No.3420505275, Central Bank of India subzi mandi, Delhi 110007, IFSC Code :CBIN0280295 DUSIB saving upto 15 Hrs on the last date of submission of quotation.

Quotation document cost Rs. 500/- is to be deposited in the same manner as that of Earnest Money.

Period of work: Two Months

Release/uploading of NIQ on DUSIB website: 06.09.2023 at 18.00 hrs.

Closing of Bid: 11.06.2023 at 15.00 hrs.

Date and time of opening of technical bid and financial bid (Envelope 1 and Envelope 2): 11.06.2023 at 15.30 hrs.

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


06/09/23
EXECUTIVE ENGINEER, C-12

DUSIB

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The bidder shall submit the mandatory self-attested copies of following documents along with quotation (Envelop-2), for determination of eligibility criteria (Envelop-1) (To be opened first)

- (i) **The Receipt/Slip w.r.t. deposition of Earnest Money and Quotation document cost in Saving Bank Account of Executive Engineer C-12 (DUSIB).**
 - (ii) **Valid Registration Certificate under society act/company act or any other relevant act.**
 - (iii) **GST Registration certificate.**
 - (iv) **Registration certificate with EPF & ESI Departments.**
 - (v) **PAN Card of Society/Company/NGO issued by the Income Tax Department.**
 - (vi) **ID Proof/Aadhar**
- (vi) **Form-C:** Containing details of only those works of similar nature completed during last three years, which are required for meeting Experience Criteria.
 - (vii) **Form-A** for Financial Information duly certified by Statutory Auditor of the agency / Chartered Accountant along with supporting documents for last three years.
 - (viii) **Form-E** for Performance Report of Works referred to in Form C.
 - (ix) Undertaking for Self-Declaration (only as per prescribed format).

Note:-

1. **DUSIB shall not be responsible in any way for non-crediting of EMD amount in the account of EE C-12, DUSIB by due date and time as mentioned in NIT and in such cases, bid shall not be considered.**
2. **The bidder has to bid/quote its rate for each item (in Rs.) up to two decimal only. Zero or negative rates / bids shall not be acceptable.**
3. **The documents shall be in Hindi or English only.**

Format for “Undertaking for Self Declaration”:-

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 Society/NGO/Firm/Company-M/s.....
2.
 - i) That I have deposited the requisite EMD amount & tender cost in **Executive Engineer C-12 (DUSIB) Saving Bank Account No. 3420505275 , Central Bank of India, SubziMandi, Delhi-110007, bank Micro Code 110016010, Bank IFSC Code CBIN0280295**)by way of ECS/RTGS No.Dt.at Bank drawn in favour of EEC-12, DUSIB
 - (ii) In case of my/our tender is not accepted as per terms and conditions of NIT and for any refund is made to me/us, the refund may please be made to the account as per details

given below: -

(a) **Name of Account Holder:-**

(b) **Bank, Branch Code, Place details etc.**

(c) **Account No.**.....

(d) **IFSC Code No.**.....

(e) **UTR/RTGS No.**.....

3. I/We have read and examined the Notice Inviting Tender as well as General Terms and Conditions, Special terms & conditions, Schedule of Work & other documents, and all other contents in the tender document for the work.
4. I/We have inspected all the Jan Suvidha Complexes mentioned in the tendered documents with respect to existing condition including user behavior.
5. I/We hereby tender 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 tender open for Thirty days (**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, 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 re-tendering process of such works.
8. I/We have not been debarred/blacklisted from tendering by any department/organization in India.
9. 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 / Additional performance guarantee/Security deposit, may be forfeited in absolute and further action for Blacklistingme in all future tenders which may be invited by DUSIB for two years. Before debarring department will issue show cause notice to the agency for explanation if any within 7 working days and after due consideration of the explanation Blacklisting action will be taken if explanation not found satisfactory.**

10. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any Govt. authority nor have had any contract terminated by any Govt. departments/public authority for breach on our part. Our proposal is binding upon us. We understand you are not bound to accept any Proposal you receive.

Name & Signatures of President/

Authorized person of Agency

Along with Stamp/Seal

Dated.....

Mobile No.....

Postal Address.....

Witness: 1. Name.....Signatures.....

Mobile No.....

Email. Id.,,

Address:.....

Occupation:.....

2. Name.....Signatures.....

Mobile No.....

Email. Id.,,

Address:.....

Occupation:.....

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 Basties scattered all over Delhi. The DUSIB is the owner of these JSCs. There are approximately 560 JSCs under the jurisdiction of DUSIB having about 18600 WCs, which are proposed to be operated, managed & maintained through Non-Government Organizations (NGOs) /Firms/ Companies, meeting eligibility criteria. The intending agencies need to be registered under respective act/ company act as well as Delhi Govt. e-procurement system.

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 tender document/NIT. The O&M agency shall be paid by DUSIB for the work of operation, management & maintenance of JSCs as per the awarded rates & 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 open defecation and as such the concerned O&M agency would be expected to work to that target.

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

1. The O&M agency shall operate, manage & maintain 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 SafaiKaramcharies / Cleaning staff, Resident Caretaker and other Supervisory staff as prescribed in the NIT and necessary for smooth operation, management, and maintenance of the JSCs, to the satisfaction of the Engineer-in-charge. Out of total safai Karamcharies, one female safai Karamcharies in each day shift shall have to be deployed in JSCs having WC 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 **mechanical equipment’s i.e. Powerful High Pressure Jet Machines of standard Model** to be provided at each JSC separately in adequate number as per requirement. Such Jet Machines shall be of working on single phase electric supply having pump pressure of more than 100 BAR & water quantity (at max. pressure) of more than 6liter per minute of Make- “Eureka Forbes” (**Model-Pro Jet 150 X**) or “Johnson Diversey” (**Model- Danubio-1510 LP**) or “**HD 6/15C**” of “**KARCHER**” or any other reputed equivalent make as per specifications (as allowed by the Engineer-in-

charge).

The agency shall have to submit at the time of submission of bid, the proof of owning such machines in good condition not older than one year (with invoices etc.) or Hire agreement with the equipment owners (on stamp paper of Rs.100/-). Alternatively, they shall have to purchase such machines for all the JSCs under scope of work and bill of each such machine, shall be provided by the agency to the EE within 15 days after award of work.

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/bidders in concerned department as well as Delhi Govt. e-procurement system, those bidders who fulfill the following criteria, shall only be eligible for participation in the tender for said work:-

(A).Experience:-Experience of having successfully completed following works during last 3 years-

(i). Three similar completed works each costing not less than the amount equal to 40% of estimated cost put to tender.

or

Two similar completed works, each costing not less than the amount equal to 60% of the estimated cost put to tender.

or

One similar completed work of aggregate cost not less than the amount equal to 80% of the estimated cost put to tender.

and

(ii). One completed work of similar nature costing not less than the amount equal to 40% of the estimated cost put to tender with some Government Deptts./ Autonomous Bodies/ Public Sector Undertakings during last 3 years.

(Regarding the above Conditions-

A(i)&A(ii) in respect of Experience of work under Eligibility Criterion, 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 tender or more, to be considered under the Eligibility Criterion-A (i), the Eligibility Criterion-A (ii), shall not be required to be fulfilled by that agency separately).

The experience of "Operation, Maintenance & Management" of at-least 50 % of WCs under the scope of work as mentioned in NIT, carried out for a continuous period of two years during last 3 years in any Govt. Department /Autonomous Bodies/ Public Sector

Undertakings, shall also be considered in place of (i) & (ii) above.

The works of similar nature, shall mean the work of “Operation, Management & Maintenance of toilet Complexes/JSCs” or “Housekeeping work (at places such as Railway Stations, Railway Coaches, Metro Rail Stations, DTC Depots, Office Premises/University Premises, Airports, Hospitals, Shopping Malls etc.) under scope of work, anywhere in India during last three years. The value of executed works shall be brought to current costing level (as per 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 tenders. The Bidders shall furnish the following :- (a) List of only those works of similar nature successfully completed during the last three 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. The works of similar nature in which original period of work has been completed, may also be considered as Completed Works subject to their satisfactory performance by the agency & not having any litigation.

(B). Turnover: -The average annual financial turn-over of the bidders on works worked out for immediate last 3 consecutive financial years ending 31st March, 2023, shall be at least equal to 50% of the estimated cost of work, duly certified by the Statutory Auditor of the agency or by a Chartered Accountant. The year in which no turn-over is shown would also be considered for working out the average.

(C). Profit/Loss: -The bidders shall not have incurred any loss in more than two years during the last five years ending 31st March, 2023. The duly certified and audited copy of profit and loss account by the Statutory Auditor of the agency/Chartered Accountant for at least 3 years should be submitted (**Details in Form-A**).

(D). In addition to meeting the Experience, Turnover & Profit/Loss criteria, the bidder/agency shall meet the following requirements also to qualify in the technical bid:-

i) —The bidder agency must have current positive net worth of minimum 25 % of the estimated cost put to tender, in **Form-A**.

ii) —The JSCs having 10 or more WCs, shall be cleaned with **mechanical equipment i.e. Powerful High Pressure Jet Machines of standard Model** to be provided at each JSC separately in adequate number as per requirement. The agency shall have to submit at the time of submission of bid, the proof of owning such machines in good condition not older than one year (invoices etc.) or Hire agreement with the equipment owners (on stamp paper of Rs.100/-). Alternatively, they shall have to purchase such machines for all the JSCs under scope of work along with bill of each such machine, shall be provided by the agency to the EE Concerned within 15 days after award of work.

The Powerful High Pressure Jet Machines shall be working on single phase (at min. pressure of more than 6 liter per minute) of Make like Eureka Forbes (Electric supply having pump pressure of more than 100 BAR & water quantity **Model-Pro Jet 150 X**) or “Johnson

Diversey” (Model- Danubio-1510LP) or “HD6/15C” of KARCHER” make or any other reputed equivalent make as per specifications (as allowed by the Engineer-in-charge).

FORM „A “FINANCIAL INFORMATION

(i) Financial Analysis – Details to be furnished duly supported by figures in balance sheet/profit & loss account for the last three consecutive years duly certified by the Statutory Auditor / Chartered Accountant of the agency, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Name of Agency:-

Turnover during the financial years:-

2020-21	2021-22	2022-23

- a) Average Annual Turn Over on works=Rs..
- b) Profit/Loss:
- (ii)** Financial arrangements for carrying out the proposed work.
- (iii)** Current positive Net Worth of the agency:-

Name of Signature of Statutory Auditor/CA

Name &Signature of with Date, Seal & Mobile No.

Bidder(s)with date and E-mail-ID.

FORM „C“

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

Name of Agency:-

*Indicate gross amount claimed and amount awarded by the

Arbitrator

Name & Signature of Bidder(s) With date, Seal /Stamp
and E-mail-ID

FORM,,E“
PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM “C”

1. Name of work/project & location :
2. Name of Agency :-.....
3. Agreement no. :-.....
4. Estimated cost :-
5. Tendered Cost :-.....
6. Gross Value of work executed:.....
7. Date of start :-
8. Date of completion:
 - (i) Stipulated date of completion as per original contract period:
.....
 - (ii) Actual date of completion:.....
9. Amount of compensation levied for delayed completion, if any:
.....
10. Amount of reduced rate items, if any:.....
11. Whether Agency Blacklisted or Debarred:-
12. 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 Behavior : Very Good/ Good/Fair/Poor

Name & Signature of Executive Engineer
or
Equivalent, along with his/her official
Stamp bearing name of Deptt./ Organization and
Official Address / Official Email ID Dated: his/her
Mobile No.

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 concerned Executive Engineer under each Zone of Civil Wing of DUSIB, 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 Nodal Executive Engineer overall in-charge of the JSCs proposed to be maintained through the O&M agency. The EEs of other civil divisions may also assist the concerned Engineer-in-charge, for smooth operation & maintenance of JSCs as per terms & conditions of agreement.
- v) "O & M Agency" means the Firm/company/NGO (Second Party) in whose favour, the work of operation, management and maintenance of the JSCs is awarded.

2. (A) Documents to be submitted along with Quotation (Envelope-1) shall be as under:-

The Receipt/Slip w.r.t. deposition of Earnest Money and Quotation document cost in Saving Bank Account of Executive Engineer C-12 (DUSIB).

- i. Valid Registration Certificate under society act/company act or any other relevant act.**
- ii. GST Registration certificate.**
- iii. Registration certificate with EPF & ESI Departments.**
- iv. PAN Card of Society/Company/NGO issued by the Income Tax Department.**
- v. ID Proof/Aadhar**
- vi. Form-C:** Containing details of only those works of similar nature completed during last three years, which are required for meeting Experience Criteria.
- Vii Form-A** for Financial Information duly certified by Statutory Auditor of the agency / Chartered Accountant along with supporting documents for last three years.
- Viii Form-E** for Performance Report of Works referred to in Form C.
- Ix Undertaking for Self-Declaration (only as per prescribed format).**

(B) Envelop-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 all requisite

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 summarily rejected and their Financial Bids shall not be opened.

The bidder must not be blacklisted and/or debarred from future bidding/ tendering 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. Opening of bids:-

- i) It is mandatory for the bidder to submit self-attested copy of documents
- ii) The Technical Committee constituted by DUSIB for scrutiny of Technical Bids, shall examine the documents received through technical bid (Envelope-1) and decide the eligibility of bidders. The Financial bid (Envelope-2) of qualified bidders shall only be opened.

5. Award of Work:-

- a) The work will be awarded in favor of lowest bidder whose total quoted/tendered amount, is found lowest and satisfy other criteria after opening of financial bid. Accordingly, the letter of acceptance of tender and requesting for deposition of PG (Performance Guarantee) and additional Performance Guarantee (For low rated tender) shall be issued by the Executive Engineer (EE) to the agency within the validity period/extended period if any.
- b) In case, the lowest tendered amount of two or more agencies is found same, then such lowest agencies may be asked to submit sealed revised quoted amount for the work, but the revised quoted amount shall not be higher than the original amount quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised quoted amount. If the revised tendered amount (worked out on the basis of revised quoted rate of individual items) of two or more contractors received in revised offer is again found to be equal, then the lowest agency, among such agencies, shall be decided by draw of lots by the EE in presence of SE-3 concerned EE, EE (P) and *representative of the intending bidders*.
- c) In case of any such lowest bidder in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, then such revised offer shall be treated invalid. Such cases of revised offer of the lowest agencies or case of refusal to submit revised offer by the lowest agency shall be treated as withdrawal of his tender before acceptance.

6. Earnest Money, Performance Guarantee & Additional Performance Guarantee :-

- i) The Earnest Money shall be Rs. /-shall be deposited at the time of submission of quotation tender till specified date & time.
- ii) The Earnest Money of un-successful bidders shall be refunded within 15 days after opening of the financial bids. The Earnest Money of successful bidder shall be returned only after receiving the performance guarantee, additional performance guarantee and issue of acceptance letter.

iii) The bidder whose tender is accepted, will be required to deposit irrevocable performance guarantee @ 5% of the tendered / bid amount within the period of seven days from issue of award letter. The maximum allowable extension for depositing PG shall be 5 days with late fee @ 0.1% per day of performance guarantee.

iv) The agency also deposit additional Performance Guarantee equal to 50% (Fifty Percent) of the difference of Tender amount and estimated cost put to tender, if Tender Amount is more than 15% (Fifteen Percent) Below Estimated cost put to tender in Addition to other deposit elsewhere in the contract for his proper performance of the contract. The additional P.G shall be released only after satisfactory and successful completion of the period of the work.

This performance guarantee as well as additional performance guarantee shall be deposited either 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 CPWD procedure. In case the bidder fails to deposit the said performance guarantee within the period as stated above including the extended period if any or withdraw his tender after award of work, the 100% of Earnest Money deposited by the bidder shall be forfeited automatically without any notice to the bidder and the agency will not be allowed to participate in re-tendering of the work.

Security Deposit:-

(i) In addition to performance guarantee deposited by successful bidder, security @ 5% of gross amount of work done, will be deducted from each running bill as well as final bill (on final completion of work).

(ii) The Security Deposit shall be refunded to the agency after 60 days only after successful completion of work and handing over of all complexes back in satisfactory functional condition to the Engineer-in-Charge. 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 charges shall be final.

(iv) In case, the work is extended beyond the completion period the entire Security Deposit, shall be refunded to the agency after 60 days of completion of extended period and after recovering cost of damages (if any) to the JSCs & any other dues.

a) In case of premature termination of the contract due to default on part of agency, the performance guarantee, additional performance guarantee as well as security deposit shall be forfeited and shall be at the disposal of DUSIB.

(v) Letter of Commencement of Work:-

It will be issued by the Executive Engineer, after deposition of performance guarantee and additional performance guarantee (If any) by the agency.

(vi) Payments to be made under the contract:-

a) The Agency will be eligible for monthly payments under the agreement. On submission of bill by the agency in the office of EE concerned in prescribed formats (to be got approved from the EE on award of work), the payment shall be made to the agency within 15 days (subject to availability of funds in the department) after its verification/passing by the EE. The certificate along with supporting documents regarding payments made to the deployed staff at the work on account of wages to be paid through RTGS/NEFT mode in their bank accounts based on minimum wages as notified by GNCTD from time to time, will have to be submitted besides other statutory documents for this work along with every bill. The agency will submit his bill upto 10th of every month.

b) The Employer's contributions for EPF & ESI (as per prevailing rates), shall be reimbursed on actual basis shall also be reimbursed on actual basis if any for the man power deployed at the work on production of documents to the entire satisfaction of Engineer-in-charge. Such payments will be restricted for the deployed staff as per General Terms & condition No. 26 of the tender. **Agency has to submit separate ECR and separate e-challan etc. in respect of EPF of labour, and ESI related documents for this particular work for reimbursement of employer contributions.**

c) The payment as per accepted rates shall be made only for functional/operational WCs.

d) The quoted rate should include all kind of taxes whatsoever and nothing extra shall be paid on account of any taxes.

(vii) Signing of Contract / Agreement:-

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

(viii) Period of the work:-

a) 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 through concerned EEs (Civil). The period of work shall be two months reckoned from first date of handing over of the complexes, extendable further on quarterly basis on satisfactory performance of the Agency on the same rates (with the applicability of condition no. 25 i.e. **Payment on Account of Increase in Wages Due to Statutory Order(s).**

b) These JSCs in functional condition shall be handed over by the First Party to the

Second Party on as is where is basis. Minor repairs what so ever shall be done by the Second Party at his own cost.No payment on this account shall be reimbursed / entertained by the First Party. Bidders are advised to inspect the JSCs under reference before quoting their rates.

(ix) Part Work/ Additional Work:-

- a) The competent authority on behalf of DUSIB reserves himself the right of accepting the whole or any part of the tender/bid and the tenderers /bidders shall be bound to perform the same at the amount quoted. If some more JSCs are handed over by First Party to the Second Party at subsequent dates due to reasons what so ever, the agency in that event shall be paid for those JSCs at the same awarded rates.

- b) During contract period, the DUSIB can assign/include within the scope of work additional JSCs falling within its jurisdiction subject to approval by the CE of that Zone. The additional performance guarantee (due to low quoted rate) and performance guarantee @5%, shall be worked out for those JSCs on proportionate basis & shall have to be deposited by the agency within 07 days after assignment.

(x) Acceptance/Rejection of tender:-

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

(xi) Forfeiture of Earnest Money/PG/Additional PG/ Security Deposit on withdrawing tender:-

- 1) The tender/bid for the works shall remain open for acceptance for a period of thirty (30) days from the last date/extended date of submission of Bid. If any Bidder withdraws his tender before the expiry of said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the DUSIB shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further, the tenderer shall not be allowed to participate in re-tendering process of this work.
- 2) Entire Security amount (if any) along with PG and additional PG shall be forfeited at the time when work is in progress and the contract is determined, if :-
 - a) Any bidder found black listed or debarred at any time before or after acceptance of tender.
 - b) Found false / forged document / undertaking /Affidavit/information submitted by any bidder at any time before or after acceptance of tender.

- c) For any other cause leading to breach of Conditions stipulated in Tender/Agreement.

The agency will not be allowed to participate in the re-tendering process of the work and further action for Black-listing for tendering in DUSIB for Two years will be taken.

(xii) Safety Measures for deployed staff:-

The O & M agency shall be fully responsible for safety of labour, working staff & anyone deployed at the JSCs. Proper safety equipment's 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.

(xiii) Insurance-

- a) The Agency shall insure his labour against risk of life for entire period of final 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 EE before start of the work and its subsequent renewal during the contract period.
- b) The insurance shall not be applicable in the case of the labour, who are covered under ESIC provisions.
- c) The Agency shall abide by all rules and regulations as per Employees State Insurance Act.

(xiv) 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 what so ever 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. In case of any accident / loss of life to the labour deployed, the entire responsibility of the agency and all the damages / compensation if levied legally or compensated mutually will be borne by the agency and nowhere DUSIB and its official will be held responsible for any damages / compensation in any form.

(xv) 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.

(xvi) 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 Clause19H 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 number 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 depositor 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.

(xvii) 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.

(xviii) The age of labour i.e. Men/Women to be engaged by the agency on this work shall be between18 to 50 years.

(xix) Payment of Wages:-

Payment of Wages:

- (i) The Agency shall pay to labour employed by him directly, wages not less than minimum wages as notified by Delhi Govt. from time to time and 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, shall be paid in their bank accounts through RTGS/NEFT.**

A certificate in regard to payment of wages to the deployed labour at the JSCs as per the Minimum Wages notified by Delhi Govt., shall be submitted by the agency to the EE by 10th of every month. In case of any complaint received from any workmen / women regarding non-payment of minimum wages, the concerned executive engineer shall issue notice to the contractor for reply in minimum 03 working days and after hearing his version EE will pass appropriate order for payment of balance minimum wages to the workmen \ women which shall be recovered from performance guarantee / additional performance guarantee deposited by the agency. In that event the contract may also be terminated and the contractor may be Black - listed for Two years for tendering in DUSIB.

- (ii) The Agency shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour directly 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 unauthorized made, maintenance of wage books or wages 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 contractor non-observance of the Regulations.
- (b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is

bound to allow to the labours directly or indirectly employed in the works one day rest for 6days 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 on account of wages for weekly holidays to any labours and pay the same to the persons entitled there to 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-Agency.
- (vii) The laws aforesaid shall be deemed to be a part of this contract and any breach there of 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.

(xx) Contribution of EPF and ESI

Employer's contributions for EPF & ESI (as per prevailing rates), shall be paid by the agency to the concerned departments on regular basis as per the provisions and the same shall be reimbursed to the agency 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 & related documents of ESI for this particular work for reimbursement of employer contributions along with monthly bills.**

(xxi) 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 affecting contract labour that may be brought into force from time to time.

(xxii) Payment On Account of Increase in Wages Due to Statutory Order(s)

“If after submission of the tender, the wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any **variation** of rate in **GST applicable**) beyond the wages prevailing at the time of the last stipulated date for receipt of the tenders including extensions, if any, for the work during contract period, then the amount of the contract shall accordingly be varied and provided further that any such increase shall be limited to the wages prevailing at the time of updated stipulated date of completion.

If after submission of the tender, wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any ,is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes of rates in sales tax/ VAT/, Central / State Excise/ Custom Duty), DUSIB shall in respect of labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the entire contract period.

Concerned EE shall call books of account and other relevant documents from the agency to satisfy himself about reasonability of increase in prices of wages.

The agency shall, within a reasonable time of his becoming aware of any alteration in the wages of labour, give notice thereof to the concerned EE, stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.”

For this purpose, the labour component of the work shall be considered for all labour supplied by the agency as per conditionNo.26 and duly verified by the concerned EE from relevant documents /book of accounts and this increase/decrease in labour component shall be considered on the minimum daily wages in Rupees of any un-skilled adult male mazdoor, fixed under any law, statutory rule or order.

(xxiii) Deployment of Regular Staff by the Agency for the JSCs:-

- (a) 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 |
| (ii) RCT/Attendant (Matriculate category) | @ $1\frac{1}{6}$ 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) | a) @ $1\frac{1}{6}$ th reliever = 1.17 Nos. for each JSC having less than 10 Nos. of WC seats
b) @ $2\frac{1}{6}$ th reliever = 2.33 Nos. for each JSC having WCs from 10 to 50 Nos, (one for each dayshift)
c) @ $4\frac{1}{6}$ th reliever = 4.67 Nos. for each JSC having more than 50 Nos. of WC seats (2 Nos. in each day shift) |

(b) The agency shall have to deploy at least one female safaikaramchari (Cleaner) in the JSCs having WC seats more than 50 Nos. For JSCs having WCs between 10 to 50Nos., the female safaiKarmchari, will be deployed as per feasibility& decision of Engineer-in-charge.

(c) 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 10 days from the date of first handing over Jan Suvidha Complexes. Such list will be submitted by the agency along with each bill also. The labour deployment shall not be exceeded as prescribed above.

(d) In case the O & M agency deploys lesser staff than the specified, the recovery for differential staff (between specified & actual deployed) under any category, shall be effected from the agency's monthly bill @ 1.25 times the prevailing minimum wages of each staff / labour of respective category, as circulated by the Delhi Govt. from time to time ,to be calculated on days basis.

(e) 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 paid/reimbursed to agency separately. This component shall already be included in the quoted/accepted rates of each item.

(xxiv) The agency, shall have to set up a office in Delhi/NCR on acceptance/award of work & proof in this regard shall have to be submitted by the agency within 15 days after issuance of letter of acceptance, to the EE-in-charge/concerned EEs.

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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. Responsibilities of O&M agency:-

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

- i. The agency shall deploy the staff as per condition No. 26 for operation and maintenance of JSCs. All the staff deployed by the agency shall have know-how about the operations of all the equipment's and machines required in the work.
- ii. **The agency shall have to deploy at least one female safaikaramchari in the JSCs having WC seats more than 50 Nos in each shift. For JSCs having WCs between 10 to 50 Nos., the female safaiKarmchari, will be deployed as prefeasibility & decision of Engineer-in-charge.**
- 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 potholes in flooring, (Kota stone flooring, floor tiles, wall tiles) dampness inwall / 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. The contractor shall ensure attendance of ladies security guards at all time. Attendance register and police verification report of all security guards engaged shall also be maintained.
- ix. The agency shall not permit the users to litter cigarettes/bidi butts, spitting of Pan/Gutka 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.
- xii. 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.
- xiii. The agency shall provide soap/powder for washing hands by the users free of charge as per requirement. The agency shall also provide necessary equipment like ladder etc. so as to reach on roof for periodically inspection of the roof, Khuras and stagnation of water etc..
- xiv. 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.
- xv. 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.**
- xvi. The agency shall carry out Inspection of each JSC daily through its Supervisor as per “Chart for Inspection of JSC” at **Annexure-“C”**
- xvii. 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 –Eureka Forbes (**Model-Pro Jet150X**) or “Johnson Diversey ”(**Model-Danubio-1510LP**) or “**HD6/15C**” of **KARCHER**” make or any other reputed equivalent make as per specifications (as allowed by the Engineer-in-charge). The Powerful High Pressure Jet Machines shall be provided by the agency **at each JSC as per site requirement, having more than 10 nos. of WC seats.** The machines shall be brand new or in good working condition not older than one year to be provided through purchase or Hire Agreement. 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 tender condition.

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 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 up to 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 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.

Also the agency will make provisions of two additional small tanks of about 150 Ltrs. At appropriate locations so as to facilitate the availability of water during emergency.

- g) If any deficiency in services as afore mentioned 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 for the users/visitors and reviewed by DUSIB officials/**Any Agency engaged / authorized** 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. *The agency shall submit copy of up to date payment of respective electrical and water charges (if any) to respective departments along with their running bills. Non submission of paid receipt of above bills EE Concerned will heldup the amount on pro-rata basis of past bill from running account bills of the agency and same will be released by concerned EE after production of valid receipt of payments to respective department.*
- o) **Agency will upkeep the sanitary napkin vending machine and sanitary pad incinerators provided in ladies section of JSC"s (Sanitary napkin vending machine and sanitary pad incinerators 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. Violations of any NGT/DPCC guidelines/ directions the agency will be liable for action / fines as per direction of NGT/DPCC, his contract can also be terminated and even debarring action for further tendering in DUSIB can be taken up.*
- q) *Standard operating procedure for cleaning of sewer line and septic tank will be followed by the agency issued by Ministry of Housing and Urban Affairs Govt. of India. Details are available on website www.amrut.gov.in*
- r) *It is the responsibility of the maintaining agency that septage from the septic tank in all toilets under contract agreement is disposed through authorized vendors of DJB at authorized place of DJB, list of which is available on DJB website.*

3. Frequency of repairs by DUSIB:-

- i) The work so periodical nature like ,white washing ,colour washing ,distempering, painting, which are covered under Annual repair works will be under taken by DUSIB as per periodicity of various items of annual repair as indicated in“ Annexure-B”
- ii) 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.

- iii) 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 provide & 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 safaikaramcharies deployed on the JSC.
 - (viii) Chart showing Inspection of JSC as per Annexure-,,C".
- B. The agency will maintain all their sign/display boards i/c those 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 in to 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 in to 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 un-interrupted 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 contractor after its conclusion.
- e) The O & M Agency shall endeavor to arrange prepaid electricity meter 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 up to 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 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) Save and except as otherwise expressly provided in this Agreement, 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 are quest 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:-*

Besides the Engineer-in-charge & his AEs & JEs, any representative authorized by DUSIB or any committee based on local community/society team or *Any Agency* engaged by DUSIB can undertake inspection of the JSCs to determine the condition of the complexes including its compliance or otherwise with the maintenance program, and make out are part 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 are suit 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 maintain the JSCs regularly and properly 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) under the head of “Special Terms & Conditions of Contract”

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

S. No	Performance parameter	Performance Indicator	Penalty for Non performance
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.10000.00will 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. 200.00 per WC per day will be imposed.</p>
2.	Cleanliness	The JSC shall be kept neat 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.1000per day for each complex.</p> <p>b) For second time-Rs.2000 per day for each complex</p> <p>c) For third time– Rs.3000 per day for each complex.</p> <p>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 otherAgency for maintenance and further action for blacklisting in DUSIB for two years will be taken.</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 visit or register and daily	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.

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.2000per day for each complex.
6.	Display Board	The requisite display board as stipulated in tender documents	If the requisite display board as stipulate in tender 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.2000per day for each complex.
7	Maintenance of equipment, Jet machine, fittings and fixture.	All equipment/ jet machine/ fitting & fixtures to be in functional condition at all the times.	<ol style="list-style-type: none"> 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 replaced 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. 4. In case Jet machines are found non functional / not available, during inspection or at any point of time the fine shall be imposed as per following schedule:- <ol style="list-style-type: none"> a) For first time– Rs.1000 per day for each complex. b) For second time-Rs.2000 per day for each complex

			<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.</p> <p>b) For second time-Rs.500 per day for each complex</p> <p>c) For third time– Rs.1000 per day for each complex.</p> <p>d) For fourth time-Rs.2000per day for each complex.</p>
8	Availability of staff	Requisite minimum staff should be deployed by the agency and be available at all the times.	<p>In case the requisite staff (as per list provided by the agency) is not available, the wages of such staff shall be <u>recovered@1.25</u> times the prevailing minimum wages. However, penalty for absence of one staff for one day will be penalized as Rs. 1000/- and for two days, it will be penalized as Rs. 4,000/- per day.</p>
9	Mis use of complex in form of storing of E-Rickshaw / charging of E-Rickshaws etc.	If during inspection, it is found that the agency misusing the complex in form of stationing / charging electric E-rickshaws etc.	<p>If during inspection, it is found that the agency misusing the complex in form of stationing / charging electric E-rickshaws etc.the penalty shall be imposed as per following schedule.</p> <p>1. For first time– Rs.3000 per day for each complex.</p> <p>2. For second time-Rs.4000 per day for each complex</p> <p>3. For third time– Rs.5000 per day for each complex.</p> <p>4. For fourth time- Termination of contract.</p>
10	Non – compliance of condition regarding wear of GPS Device.		<p>During inspection, at any point of time the staff deployed not found to abide by the condition , the fine imposed will be as under :-</p> <p>1. For first time– Rs.3000 per day for each complex.</p> <p>2. For second time-Rs.4000 per day for each complex</p> <p>3. For third time– Rs.5000 per day for each complex.</p> <p>For fourth time- Termination of contract.</p>

Note: The penalties for Non performance/ deficient services 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 up to the satisfaction of DUSIB within a period of 10daysfrom 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 10 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.
- (c)** In addition to above further action for debarring of the agency for further tendering in DUSIB for two years can be taken up after issue of show cause notice to the agency and considering the reply given by the agency on merit basis. The reply should be given by the agency within maximum seven working days from the date of issue of show cause notice.

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 tenders which may be issued by it for next two years 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, war like 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) Dispute:-

The contractor shall promptly within 15 days from the date of arise of dispute request the concerned Superintending Engineer in writing for written instruction or decision. There upon, 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 instruction on 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 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 Hon'ble Court of Law.

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-à-vis the condition of contract, the provision made in condition of contract will prevail in the contract management.

16. The services under existing contract pertains to essential services and in under no case the JSCs covered under existing agreement be dispensed with at his own and without any valid reason , the action will be taken against the agency as per rules governed by ESMA Act 1968.

INTEGRITY PACT

To,

.....,
.....,
.....

Sub: NIT No. for the work

Dear Sir,

It is here by declared that DUSIB is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the DUSIB

Yours faithfully

Executive Engineer

INTEGRITY PACT

To,

Executive Engineer,

.....,

.....

Sub: Submission of Tender for the work of

Dear Sir,

I/We acknowledge that DUSIB is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by CPWD. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, DUSIB shall have unqualified, absolute and

unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of DUSIB.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this..... Day of..... 20.....

BETWEEN

Chief Executive Officer represented through Executive Engineer,

.....,

(Name of Division)

DUSIB,, (Hereinafter referred as the

(Address of Division)

‘Principal/Owner’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....

(Name and Address of the Individual/firm/Company)

through (Hereinafter referred to as the

(Details of duly authorized signatory)

“Bidder/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.)
(Hereinafter referred to as “Tender/Bid”) and intends to award, under laid down
organizational procedure, contract for

.....

(Name of work)

Hereinafter referred to as the “Contract”.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- (1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- (1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner’s employees involved in the Tender process or execution of the Contract or to any third person any material or

other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

- (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- (d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- (5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- (1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form,

such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

- (2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- (3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- (3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
- (2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- (3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the

continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, DUSIB

Article 7- Other Provisions

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- (4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- (5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)
.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Dated :

Annexure-A-1

List of Jan Suvidha Complexes:-

LIST OF JSC having WC seats 0-9

S. No.	JSC Code	Division	Location of JSC	No. of seats
	15PJ1538	C-12	JJ Cluster Adjoining Punjab Migrant Relief Camp Peera Garhi	8

1 JSC

Total No of WC seats 8

EEC-12

AE/C-12

JE/C-12

<u>Annexure-A-2</u>

List of Jan Suidha Complexes:-				
LIST OF JSC having WC seats from 10-50				
S. No.	JSC Code	Division	Location of JSC	No. of seats
1	15PJ1546	C-12	JJ Cluster Adjoining Punjab Migrant Relief Camp Peera Garhi	20
2	15CJ1531	C-12	In Park Opposite Kothi No.40 SBI Nagar, (Janmastmi Park Paschim Vihar	28
3	15CJ1532	C-12	Dairy Wala Bagh Paschim Vihar	46
4	15PJ1510	C-12	JJC B Block Meera Bagh on the Side of N.G.Drain Paschim Vihar	28
5	15PJ1511	C-12	JJC B Block Meera Bagh on the Side of N.G.Drain Paschim Vihar	31
6	15CJ1523	C-12	JJC B Block Meera Bagh on the Side of N.G.Drain Paschim Vihar	42
7	15CJ1524	C-12	JJC B-Block Meera Bagh on the Side of N.G.Drain Paschim Vihar	39
8	15CJ1525	C-12	Opposite BG 6 Block Paschim Vihar Along NG Drain	29
9	15CJ1553	C-12	Opposite BG-6 Block Paschim Vihar Along NG Drain	31
10	15CJ1526	C-12	Saheed Bhagat Singh JJC Paschim Puri Near Shamshan Ghat	21
11	15CJ1547	C-12	Saheed Bhagat Singh JJC Paschim Puri Near Shamshan Ghat	34
12	15CJ1565	C-12	JJ Cluster BG 7 Paschim Vihar Near BSES Office	14
13	15PJ1554	C-12	Near Railway Colony Shakur Basti, BLK-A	42
14	15PJ1539	C-12	Near Railway Colony Shakur Basti, BLK-C	42
15	15CJ1527	C-12	Rang Mahal Housing Society Pitampura.	16
16	15CJ1528	C-12	Punjab Migrant relief camp Peera Garhi, block E(Entry of Complex), Site-1	20
17	15CJ1529	C-12	Punjab Migrant relief camp Peera Garhi, block E(Back of Complex)	24
18	15CJ1530	C-12	Punjab Migrant relief camp Peera Garhi, block D	39
19	15PJ1559	C-12	Cement Siding, Shakur Basti prefab complex site no. 4	31
20	15PJ1556	C-12	Cement Siding, Shakur Basti prefab complex site no. 1	31
21	15PJ1557	C-12	Cement Siding, Shakur Basti prefab complex site no. 2	31
22	15PJ1558	C-12	Cement Siding, Shakur Basti prefab complex site no. 3	31
23	15CJ1522	C-12	JJC B Block Meera Bagh on the Side of N.G.Drain Paschim Vihar	41

23 JSC

Total No of WC seats 711

EEC-12

AE/C-12

JE/C-12

Annexure-A-3

List of Jan Suvidha Complexes:-

LIST OF JSC having WC seats more than 50

S. No	JSC Code	Division	Location of JSC	No. of seats
1	15CJ1533	C-12	Dera Gaji Khan Tarun Enclave Pitam Pura Parwan Road	69

1 JSC

Total No of WC seats 69

EEC-12

AE/C-12

JE/C-12

Annexure-B

Main Maintenance Items:-

S. No.	Description of item	Periodicity	Responsibility
1.	White washing/ colour washing	Yearly	DUSIB
2	Applying distemper	Yearly	DUSIB
3	Painting doors and windows	Yearly	DUSIB
4	Painting external surface with water proofing cement paint	Yearly	DUSIB

Annexure-C Chart for inspection of JSC on daily basis

Date: _____

1. Location :
2. No. of Seats/ Baths :
3. Name of caretaker :
4. Name of SafaiKaramcharies :
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 & Bath	Availability of Soap / Detergent	Availability of Cleaning Equipment like mopper, wiper, Brooms etc.	Any deficiency noticed	Compliance by Maintenance agency	Remarks if any

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-12

Financial Bid

Name of Work:-Pay & Use JSC.

Sub-Head-Operation, Management & Maintenance of Jan Suvidha Complexes in AC-15
(Shakurbasti), at Locations as per list under jurisdiction of Division C-12 of DUSIB
for Two Months (Group-**B**)

Schedule of work:-

S. No.	Item of work	No. of WCs	Unit	Quoted rate per WC seat per month inclusive of all taxes (in Rs.)	Quoted Amount Inclusive of all taxes (inRs.)
1.	<p>Operation, Management and Maintenance of Jan Suvidha Complexes (JSCs) having WC seats less than 10 Nos. in each complex including deployment of labour, cost of T&P, Machine cleaning equipment's, cleaning material like broom, moppers, cleaning powder, soap etc, up keep of sanitary napkin vending machine, (vending machine & sanitary incinerators) shall be provided by DUSIB free of Cost), Expenditure towards day to repairs & up keep of fixtures & fittings of WCs including cost of labour engaged for such repairs, cost of uniform and ID card of staff, display boards conveyance charges of labour, electricity consumption charges, cost of office expenditure for daily reports, cost of cleaning of septic tank / sewer line and cost of insurance of staff, labourcess and contractor profit etc.</p> <p>02 Months X ... No.of WCs =</p>	8	Per WC per Month		
2.	<p>Operation, Management and Maintenance of Jan Suvidha Complexes (JSCs) having WC seats from 10 to 50 Nos. in each complex including deployment of labour, cost of T&P, Machine cleaning equipment's (like jet machines), cleaning material like broom, moppers, cleaning powder, soap etc, up keep of sanitary napkin vending machine, (vending machine & sanitary incinerators shall be provided by DUSIB free of Cost), Expenditure towards day to repair & up keep of fixtures & fittings of WCs including cost of labour engaged for such repairs, cost of uniform and ID card of staff, display boards</p>	711	Per WC per Month		

3.	<p>Operation, Management and Maintenance of Jan Suvidha Complexes (JSCs) having WC seats more than 50 Nos. in each complex including deployment of labour, cost of T&P, Machine cleaning equipment's (like jet machines), cleaning material like broom, moppers, cleaning powder, soap etc, up keep of sanitary napkin vending machine, (vending machine & sanitary incinerators shall be provided by DUSIB free of Cost), Expenditure towards day to repairs & up keep of fixtures & fittings of WCs including cost of labour engaged for such repairs, cost of uniform and ID card of staff, electricity consumption charges, display boards conveyance charges of labour, cost of office expenditure for daily reports, cost of cleaning of septic tank/sewer line and cost of insurance of staff, labourcess and contractor profit etc.</p> <p>02 Months X ... No.of WCs =</p>	69	Per WC per Month		
	Total Quoted Amount (in Rs.) inclusive of all taxes				

Note: i) The rate is to be quoted per WC seat/month. Bathrooms shall be maintained as per availability and no separate payment shall be made for maintenance of bathrooms/Urinals/Washing portions.

Signature of the Agency