

DELHI URBAN SHELTER IMPROVEMENT BOARD
GOVT. OF NCT OF DELHI
OFFICE OF EXECUTIVE ENGINEER, E-4
NOTICE INVITING E-TENDER

The Executive Engineer, E-4 DUSIB for and on behalf of Chief Executive Officer, DUSIB invites Item Rate E-tender in two envelopes/two bid system, simultaneously, from the agencies dealing with for providing service facility with Portable Toilet Cubicles as a solution provider with technology at the liberty of Bidder Agency for locations where no sewage disposal and water is available & have successfully executed similar work(s) or in hand for the under mentioned work. The companies/ firms/agencies should be registered under any statutory Act enacted by Govt. of India. The applicant needs to be essentially registered on Delhi Govt. e-procurement system (<https://govtprocurement.delhi.gov.in>) also to participate in the e-tender process for the said work. The Registration/enlistment of the intending bidders/tenderers should be valid on the last date of uploading the e-tender on e-procurement system.

However Blacklisted and/ or debarred bidders shall not be eligible to participate in the e-tender.

Note:- DUSIB expects the Bids only from those Agencies who apart from providing Portable Toilet Cubicles & have the capacity to arrange water as well as sewage disposal from these Cubicles sites to the nearest point of disposal in a legalized permissible manner following all the laid down guidelines of CPCB, CSE, NGT or local Department dealing with sewage system.

Name of Scheme: Pay & Use (JSC)

Sub Head: Providing of portable toilets as service facility including operation Management & Maintenance at in JJ Cluster shakur Bast. Where water Supply and sewage facility not available.

Earnest Money :- Rs.1,30,000/- through RTGS/ECS in account of Executive Engineer E - 4, (DUSIB) Central Bank of India, Subzi Mandi Delhi-110007, Account NO. 3420506755, IFS Code: CBIN0280295. upto. As per time schedule.

Tender Cost:- Rs.1000/- to be deposited in the same manner as that of Earnest Money.

Period of Work:- 365 Days.

Release/up-loading of tender by the EE: Through e-procurement website on

Dated As per time schedule..

Date & time for download of entire Tender document/encryption:

w.e.f. As per time schedule.

Closing of Bid: on dated As per time schedule. Hrs. Technical Bid (Envelope-2) shall be uploaded by the bidder simultaneously.

***to be filled by EE/E-4**

Date & time of opening of Technical Bid(Envelop-1):-.....*.....at* Hrs.

(verification of hard copies of scanned documents from originals shall be done by Engineer-in-charge or authorized officer in his office on dated*.....between

.....*. to ...*.....). **Validity:-** Bid shall remain valid for 90 days from the date of opening of Technical bid.

The Bidder shall upload the mandatory scanned copies of following documents along with tender, for determination of Eligibility Criteria(**Envelop-1**) (**To be opened first**):-

- i) Scanned copy of **the receipt/slip w.r.t. deposition of earnest money & tender cost through Bank.**
- ii) Scanned copy of **PAN card** issued by income tax department.
- iii) Scanned copy of **ID Proof.**
- iv) Scanned copy of “Self Declaration” (Format attached).
- v) Scanned copy of the company/Firm/Agency registered under any statutory Act enacted by Govt. of India.
- vi) Scanned copy of infrastructure available with Company/Bidder to deal with providing tendered service facility with water & sewage/sludge disposal arrangement.
- vii) Scanned copy of Documents showing the Bidder Company or its domestic/International Principal/Parent/Group Company dealing with undertaking similar facility of works in India or elsewhere.
- viii) Scanned copy GST Registration.
- ix) Scanned copy of Documents showing the financial turnover of last 03 years duly certified by CA
- x) Scanned copies of set of Documents in support of Eligibility Criteria prescribed at S.No.- 03. i.e pre-qualification and Evaluation Criteria of Bid Document.

Note:-(i) DUSIB shall not be responsible in any way for non-crediting of EMD amount and/or Tender Cost in the account of EE,E-4 DUSIB by due date and time as mentioned in NIT.

(ii) DUSIB can ask for any additional documents in addition to above for evaluation purpose.

(iii) The committee formed for evaluation of eligibility criteria should seek sample from the bidders for toilet cubical complying with the stipulation of tender documents, actually seeking presentation from the intending bidders for the project facilities being offered and to inspect the actual site, if required, to assess the proper functioning of offered project facilities, wherein in use.

Format 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 agency of M/s.....*.....
- 2. i) That I have deposited the requisite EMD amount & tender cost in EE’s A/C No...3420506755 by way of ECS/RTGS No.*.....Dt.*at Bank drawn in favorof **EE, E-4 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)Bank, Branch Code, Place details etc.*.....
 (b) Account No.*.....(c) IFSC Code No ...*.....
 (d)UTR/RTGSNo.....*.....
- 3. I/We have read and examined the Notice Inviting Tender, General Terms and Conditions, Specialterms &conditions, Schedule of Work& other documents and all other contents in the tender document for the work.
- 4. I/We hereby tender for the work specified by the DUSIB within specified time in accordance with the terms and conditions and special conditions.
- 5. We agree to keep the tender open for Ninety (90) days from the date of opening of its technicalbid and not to make any modifications in its terms and conditions.

I*..... Son/Daughter of Sh.....*..... Age*... years resident of*..... do hereby affirm and declare that the information given above and in theenclosed documents is true and correct to the best of my knowledgeandbelief 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.

Dated.....Signature of Agency Postal Address.....

Witness: Name.....

Address:.....

Occupation:.....

***to be filled by bidder**

Salient features

- A. Delhi Urban Shelter Improvement Board, GNCT of Delhi (here-in-after referred to as “**DUSIB**”) is presently providing Common Toilet Facility popularly known as Jan Suvidha Complexes (here-in- after referred to as “**Service facility**”) in JJ Bastis scattered all over Delhi.
- B. The Service facility are proposed to be operated on “Maintenance Charges Basis” for specified period prescribed in the tender document/NIT.
- C. The facility shall be operated, managed & maintained by the successful bidder on “**Pay and Use**” concept on pre-determined/prescribed charges. The service provider agency shall not be permitted to charge user charges arbitrarily from the users under any circumstances. **The facility at any location shall have atleast 10 Portable cubicles.**
- D. The “Pay & Use” concept is being adopted to make the facility self- sustaining and working.
- E. The “Pay & Use” scheme is being implemented by the DUSIB in pursuance of the commitment of the GNCT of Delhi to make the city clean and to get rid of the menace of rampant open defecation and as such the concerned service provider agency would be expected to work to that end.

Broad Scope of Services to be provided by the SERVICE PROVIDER agency:-

- i) The service provider agency shall provide, operate, maintain and manage the Toilet cubicles as per the terms and conditions set forth here-in-after and charge such maximum amount per use on daily or monthly basis as prescribed by the DUSIB from the users of the facility. They will deploy such maintenance staff as Safai Karamcharies, Caretaker and other Supervisory staff as is necessary for smooth management and upkeep of the facility to the satisfaction of the DUSIB.
- ii) The agency shall motivate and educate the public/users through publicity and promotional activities for using the toilet complexes so as to avoid open Defecation.

GENERAL TERMS & CONDITIONS:-

1. Definitions:-

For the purpose of service provider 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 Employer means the CEO (DUSIB) which expression shall unless excluded by or repugnant to the context include his/her representatives.
- ii) The Employer’s representatives means the concerned Executive Engineer, DUSIB, in-charge of the Facility proposed to be provided and maintained through the service provider agency or any other person authorized by him/her, who would be in-charge of the work and would enter into the agreement on behalf of CEO, DUSIB.
- iii) “Approval” means order by CEO (DUSIB)’s representative in writing including subsequent confirmation of previous approval.
- iv) “Engineer-in-charge” means the concerned Executive Engineer, DUSIB in-charge of the facility proposed to be provided and maintained through the service provider agency
- v) “Service provider Agency” means the agency who are qualified to bid for the, operation, management and maintenance of the facility.
- vi) “Agreement” means the formal agreement entered into between concerned Executive Engineer on behalf of CEO, DUSIB (referred to as First Party) and the successful Bidder (service provider agency) (referred to as Second Party).

2. Scanned Documents to be uploaded along with e-Bids(Envelop-1) shall be as under:-

- i) PAN Card.
- ii) ID Proof.
- iii) Receipt of Earnest Money along with tender cost deposited in Bank.
- iv) Self-Declaration.
- v) Scanned copy of the company/Firm/Agency registered under any statutory Act enacted by Govt. of India.
- vi) Scanned copy of infrastructure available with Company/Bidder to deal with providing tendered service facility with water & sewage/sludge disposal arrangement.
- vii) Scanned copy of Documents showing the Bidder Company or its domestic/International Principal/Parent/Group Company dealing with undertaking similar facility of works in India or elsewhere
- viii) Scanned copy GST Registration.
- ix) Scanned copy of Documents showing the financial turnover of last 03 years duly certified by CA
- x) Scanned copies of set of Documents in support of Eligibility Criteria prescribed at S.No.- 03 of Bid Document.

3.Pre-qualification and Evaluation Criteria:-

- i) The bidder must satisfy the eligibility criteria by scoring 60% individually & 70% aggregate marks. If scanned copy of all requisite documents and/or valid documents are not uploaded/found in respect of any bidder at the time of opening of Technical Bid (Envelop-1), such bidders may be treated as ineligible bidders & their bids may be rejected and their Financial Bids may not be opened.
- ii) The bidder should not have been debarred from future bidding/tendering in any department. Bids of such a bidder shall be rejected summarily and the matter shall be reported to the concerned authority for necessary action.

	ATTRIBUTES	EVALUATION
A.	Technical :	a) Simple toilet cubical : 60% Marks
	i) Product : 15 Marks	b) Toilet cubical with treatment arrangement : 100 % Marks
	ii) Sourcing : 10 Marks	a) Sourcing from other agencies : 60% Marks
		b) In-house availability : 100% Marks
	iii) Inventory/Production Capacity : 15 Marks	a) 50% of Tendered Qty. : 60% Marks
		b) 100% of Tendered Qty. : 100% Marks
		In between (i) & (ii) – on pro-rata basis
B.	Financial :	a) 60% marks for minimum eligibility criteria
	i) Average annual turnover:25 Marks	b) 100% marks for twice the minimum eligibility criteria or more
		In between (i) & (ii) – on pro-rata basis
C	Establishment & equipment : 10 marks	a) Water tanker :05 marks
		b) Sewer suction machine : 05 marks

D.	Presentation : 25 marks	On methodology how the agency will ensure water saving & waste disposal to meet service level standards. (Marks for D will be assessed by committee constituted by SE (E)-II DUSIB.
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4. **Turnover:**

Turnover: average annual financial turn over should be at least 100% of the estimated cost during the immediate last 3 consecutive financial year.

5. **Pre-bid Meeting:**-Shall be held if necessary at Punarwas Bhawan, I.P. Estate, New Delhi.

6. **Opening of bids:-**

- i) The Technical Bid (Envelop -1) comprising of scanned copies of documents will be opened first. It is mandatory for the bidders to get all scanned copies of documents verified from original documents by the Engineer-in-charge, DUSIB or his authorized officer within specified period.
- ii) The committee constituted by DUSIB shall examine the verified scanned documents received through Technical bid (Envelop-1) and decide the eligibility

of bidders. The Financial bid(Envelope-2) of qualified bidders shall only be opened. The date of opening of financial bid shall be intimated by the Engineer-in-charge.

7. **Earnest Money:-**

- i) Earnest Money amounting to **Rs.130000/-** shall be deposited by intending bidder in the CBI _____ mentioned Bank, A/C NO. **3420506755** IFS Code **CBIN0280295**.
- ii) The Earnest money shall be adjusted towards the Security Deposit to be deposited by the successful bidder/agency. The Earnest Money of un-successful bidders shall be refunded within 30 days after the opening of financial bids.

8. **Performance Guarantee/Security Deposit:-**

- i) The Contractor whose tender is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the tendered / bided amount within the 15 Days. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs.10,000/-) or 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 of Fixed Deposit Receipts or Guarantee Bonds of any scheduled Bank or the State Bank of India in accordance with the prescribed from. In case the contractor fails to deposit the said performance guarantee within 15 days the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.
- ii) The Performance guarantee/ Security Deposit shall be refundable only after successful completion of project/work
- iii) The Performance guarantee /Security deposit will be released within 60 days after satisfactory completion of the work/extended period. In case of premature termination of the contract due to default on part of agency, the security deposit/ performance guarantee will be forfeited and shall be at the disposal of DUSIB.
- iv) **Recovery of Security Deposit** :The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit DUSIB at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence

only when the up to date amount of security deposit starts exceeding the earnest money. Such deductions will be made and held by DUSIB by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Govt. securities or FDRs. In case a FDR of any bank is furnished by the contractor to the DUSIB as part of the security deposit and the bank is unable to make payment against the said FDR, the loss caused thereby shall fall on the contractor and the contractor shall forth with on demand furnish additional security to the DUSIB to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by DUSIB on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or FDR tendered by the state bank of India or by scheduled banks or Govt. securities (if deposited for more than 12 months) endorsed in favour of the Engineer in charge any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest Money deposited at the time of tenders will be treated as part of the Security Deposit.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5.00 lac subject to the condition that the amount of such bank guarantee, except last one shall not be less than Rs. 5.00 lac. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause E-47 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 & clause 5.

NotE-4- Government papers tendered as security will be taken at 5% (five percent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

Note-2 – Government Securities will include all forms of securities mentioned in Rule No.274 of the G.F Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

9. Letter of Commencement of Work:-

It will be issued by the Engineer-In-Charge immediately within 10 days after the deposition of Security Deposit/performance guarantee.

- 10. Taxes:** - The quoted rate must be inclusive of all taxes. Nothing extra, on a/c of any tax, shall be paid.

11. Signing of contract/Agreement:-

The agreement between the concerned Executive Engineer on behalf of CEO (DUSIB) (First Party) and the successful bidder (Second Party) shall be executed within 10 days after the issue of the Letter of Commencement of work.

12. Period of the work:-

- i) The Company/Agency shall be paid service facility charges on monthly basis after giving satisfactory service.
- ii) The period of work shall be 24 months reckoned from the 10th day after the issue of the Letter of Commencement of the work. The agency shall install cubicles at the designated site within 15 days and make them functional thereafter.

13. Safety Measures for deployed staff:-

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

SPECIAL TERMS AND CONDITIONS OF CONTRACT FOR THE WORK

1. The service provider agency shall be responsible to carry out the following:-

- i. The Agency shall provide the quantified Portalet Toilet Cubicles at the directed locations by Engineer-in-charge and shall arrange availability of water as well as sewage disposal at its own cost.
- ii. To undertake regular cleanliness of the facility before and after every shift to maintain hygiene throughout the day.
- iii. To ensure the safety and security of the cubicles.
- iv. The agency shall provide Disable friendly toilet cubicles as required.
- v. The agency shall arrange hand washing facility by providing Wash Basin with adequate water.
- vi. To undertaking routine maintenance including prompt repairs electric fittings, lighting, sanitary fittings (i/c Taps & WCs), other fixers,signages etc.
- vii. To undertake day to day repair/maintenance works
- viii. To prevent any encroachment or any unauthorized use of the facility during the period these remain under their charge.
- ix. The facility shall be kept open from 05:00 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, two seats one each in ladies and gents sections shall be kept open from 11:00 PM to 05:00 AM free of charges.
- x. The agency shall not permit the users to litter cigarettes/bidi butts, spitting of Pan/Ghutka Masala etc. inside the complexes. Prescribed Signage 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.
- xi. The agency shall provide suitable Nos. of dustbins both in Gents and ladies sections of the complexes.
- xii. The agency shall provide soap/powder for washing hands by the users free of charge as per requirement.

2. Maintenance Programme:-

The Agency (Second Party) after providing portable cubicles complexes shall take following steps for smooth functioning of the complexes:-

- a) The agency shall be clearing and suctioning waste & water tanks on regular basis as and when required.
- b) The agency shall keep the facility in a clean, tidy and orderly condition free of litter dirt and debris.
- c) The agency shall be responsible for maintenance of the drainages within the individual toilet in accordance with Good Industry Practices.
- d) The agency shall be responsible for day to day repairs and maintenance in accordance with the CPWD Maintenance Manual.

- e) If any deficiency in services as aforementioned is noticed by the Engineer- in-charge or his authorized representatives during routine inspections of the complexes, the agency shall take such appropriate actions as are necessary to rectify the deficiencies. In case, the agency fails to rectify the deficiencies, the Engineer-in-charge shall be at liberty to get the same rectified at the risk, responsibility and cost of the agency apart from levying compensation as mentioned in succeeding paras.
- f) The agency shall maintain a complaint register/suggestion box at conspicuous place inside the facility for the users/visitors and action taken on the complaint/suggestions should be recorded in the complaint register. This will be reviewed by DUSIB officials weekly.
- g) The agency shall deploy one Care taker and sufficient number of SafaiKaramcharis to ensure management and maintenance of the Complex in neat, tidy and hygienic conditions the caretaker and safaikaramcharies must wear uniform and shall display agency issued I card all the time apart for carrying ID proof issued by statutory govt. authority.
- h) The agency shall deploy round the clock common service team along with specialized staff for attending to emergent electric, plumbing and sewerage complaints.
- i) 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. The agency shall install all the cubicles in such a way to ensure privacy & safety women users.
- j) The staff deployed by the agency at the facility will always be in uniform with name batch, as approved by DUSIB.
- k) The Water consumption charges (if any) & Electricity charges shall be borne/paid by the service provider agency. The agency can provide solar lighting system in the service facility area.

3. Display Boards:-

- (A) The service provider agency shall install display Boards at conspicuous places as directed by the Engineer-In-Charge indicating following information:-
 - (i) Location of facility.
 - (ii) No of WC Seats Gents/ladies.
 - (iii) Ratesper Use for users.
 - (iv) Name, Address & Contact No. of service provider agency:-
 - (v) Name of Address & contact No. of Engineer-In-Charge:-
 - (vi) Name of caretaker/supervisor and safaikaramcharies deployed on the facility.
- (B) The agency shall fix logo of the department &SwachBhart on each Toilet cubicles.

4. Usage Charges:-

The service provider agency shall be allowed to charge Rs. 1.00 (Rs. One only) per use of facility from male and female users. Children below the age of 12 years shall be allowed to use the facility free of charge. However, the service provider agency shall be at liberty to charge reduced rates as per their convenience. For monthly passes for users if issued by the agency for convenience, the agency shall be allowed to take monthly charges @ Rs. 30/- per person or less in the family.

5. Other Conditions:-

- a) The agency shall not to enter into any contract with any third party without specific approval of the competent authority of DUSIB. In case it is noticed that the Service provider agency has entered into contract with any third party, the Board shall be at liberty to terminate the contract of the agency and take back the facility.
- b) No separate structure above or nearby to the Toilet Cubicles shall be allowed.
- c) The agency shall make own arrangements for power & water to ensure continuous uninterrupted power and water supply to the facility. Nothing shall be paid to the agency by the Board on this account.

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.

7. Rectification of defects:-

- i) 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 operational on account of any of the following reasons during the entire duration or part thereof:-
 - a) Force Majeure.
 - b) Compliance with a request from DUSIB or the directions of any Government Agency, the effect of which is to close all or any part of the complex.

Notwithstanding the above, the agency shall keep the unaffected parts of the Work for use provided they can be safely operated and kept open for users.

8. Monitoring and Supervision during Operations:-

The Engineer-in-charge or any representative authorized by DUSIB preferably concerned Assistant Engg./JE of division may undertake periodic (at least once every fortnight in a calendar month) inspection of the facility jointly with the authorized representative of the service provider agency to determine the condition of the complexes including its compliance or otherwise with the Maintenance Manual, the maintenance program, and make out a report of such inspection (the service provider Inspection Report) and forward it to the agency concerned for rectification of the deficiencies, if any brought out in the report. the service provider agency shall within 05 days (five days) after the receipt of the service provider 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 service provider 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:-

- i) The agency fails to install cubicles to make it functional within 7 days after the date of issue of Letter of Commencement of work.
- ii) Any representation/information made by the service provider agency under this agreement is found to be false or misleading.
- iii) The service provider agency creates any encumbrance at the facility.
- iv) The service provider agency suspends or abandons the operations of the facility without the prior consent of DUSIB, provided that the service provider agency shall be deemed to not have suspended/abandoned operation if such suspension/abandonment was as a result of force majeure and is only for the period such Force Majeure is continuing, or
- v) On account of a breach by DUSIB of its obligations under this Agreement.
- vi) The service provider agency repudiates this agreement or otherwise intends not to be bound by this agreement.
- vii) The service provider 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.
- viii) The service provider agency has neglected or failed to regularly and properly maintain the facility in clean and hygienic conditions.
- ix) The service provider agency charge the users more than the prescribed rates.

10. 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 service provider agency, the DUSIB shall be within its rights to terminate this Agreement by issuing a Termination Notice to the service provider agency, provided that before issuing the Termination Notice, DUSIB shall, by a notice in writing, require the service provider agency to Show Cause to its satisfaction as to why a notice for termination of the contract be not issued. In case the underlying breach/default is not cured upto the satisfaction of DUSIB within a period of 10 days from the date of the receipt of the Show Cause Notice by the service provider 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 Security Deposit with a notice to the agency.
- ii. If the default is cured within 10 days of the Encashment Notice and a fresh Security Deposit is not furnished within the same period in accordance with the agreement, DUSIB shall be entitled to issue the Termination Notice.
- iii) The Cure period shall not in any way be extended by any period of suspension under this agreement;

If the cure of any breach by the service provider 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.

11. Termination Payments:-

- i) Upon termination of this agreement on account of a breach by the agency, DUSIB shall not be liable to pay any termination payment to the 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 –
- iv) Debar the defaulting service provider agency from participating in future tenders which may be issued by it for similar works for next six months from the date of termination.

12. FORCE MAJEURE:-

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

13. DISPUTE RESOLUTION:-

i) Mediation:-

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

Dispute:-

- (a) The party raising the Dispute shall address to the other party a notice requesting an amicable settlement of the Dispute.
- (b) The Dispute will be referred for resolution to a person duly authorized by DUSIB and not below the rank of SE. The Dispute will then be resolved by them and the agreed course of action documented, within a period of ten (10) days.

ii) Arbitration:-

If the parties are unable to resolve the Dispute by way of amicable settlement in accordance as above, the parties shall refer such Dispute for Arbitration as per the provisions of Arbitration and Conciliation Act 1996 as amended from time to time. Any dispute or difference of any nature whatsoever or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this Agreement shall be referred to the Sole Arbitration of the CEO of the DUSIB or some other officer of the Department who may be nominated by the CEO. The agency shall not be entitled to raise any objection in respect of any such Arbitrator on the ground that the Arbitrator is an officer of the Department and that he has dealt with the matters to which the agency relates or that in the course of his duties as an officer of the Department he had expressed views on all or any of the matters in dispute or difference. In the event of the Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the CEO as aforesaid at the time of such transfer, vacation of the office or inability to act, shall designate another person to act as Arbitrator in accordance with the terms of the Agreement, such person shall be entitled to proceed with the reference from the point at which it was left by his predecessor. The Award of the Arbitrator so appointed shall be final, conclusive and binding on all parties to the Agreement, subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification/amendments of or re-enactment thereof and the rules made there under and for the time being in force shall apply to the Arbitration proceedings under this clause. The Award shall be made in writing with reason within three months after entering upon the reference or within such extended time with mutual consent of the parties as the Sole Arbitrator shall by writing under his own hands make. The place of arbitration shall be Delhi/New Delhi. The language to be used in the arbitral proceedings shall be English. The dispute, controversy or claim shall be decided in accordance with the Indian Law. Each party shall bear the cost of preparing and presenting its own case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the arbitration award otherwise provides. The award of the arbitration panel shall be final and binding and neither

14. Continuation of the contract:-

If the performance of the service provider agency is upto the mark/satisfactory then the contract can be extended with the approval of concerned Superintending Engineer for a further period one year or part thereof. The continuation of existing agreement shall be based on mutual consent between the Engineer-In-charge and the service provider agency. However, in case of unsatisfactory performance at any stage, the agreement can be terminated by Engineer-In-Charge with the approval of concerned Superintending Engineer, DUSIB.

15. Compensations liable to be levied against the agency shall be as under:-

1. During random checks by any representative, of DUSIB or Engineer-in-charge if any W.C. or its immediate surrounding is found to be unhygienic or dirty, a compensation of Rs. 100 per event shall be levied against the agency per default.
2. If choking/blockage or overflowing of internal sewerage is observed, a compensation of Rs. 200 per event shall be levied
3. If Care Taker is not found available at site a compensative of Rs. 400 per event shall be levied and if the Care Taker without prescribed Uniform is found at the site or the Care Taker without carrying the I-Card and I.D. Proof shall attract compensation of Rs. 200 per event.
4. In case of non-availability of water/mal functioning of plumbing's and non-functionary of Electrical installation a compensative of Rs. 100 per event shall be levied
5. The physical condition of cubicles must be good and the doors etc. must be function failing which a compensation of Rs. 200 per event shall be levied per day per Cubicle.

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