

**DELHI URBAN SHELTER IMPROVEMENT BOARD
GOVT. OF N.C.T. OF DELHI
OFFICE OF THE EXECUTIVE ENGINEER,DD-IV/C-7
RANA PRATAP BAGH DELHI-110007.**

NIT No. 56/EE,DD-IV/C-7/DUSIB/2013-14/D-786

Dated: 01/08/2013

NOTICE INVITING TENDER

Last date of receipt of application for purchase of tender **22/08/13** up to 3:00 P.M.
Last date and time for issue of tender **26/08/13** up to 4:00 P.M.
Last date and time for receipt of tender **29/08/13** up to 3:00 P.M.
Last date and time for opening of tender **29/08/13** at 3:30 P.M.

Sealed item rate tenders are invited for and on behalf of DUSIB from Delhi based/ National based registered agencies as approved by the standing Committee, MCD vide decision No.455 dated 08.11.2000 & other agencies having similar work experience for operation, Management and Maintenance of the JSCs for a period of Two Years.

The intending tenderers must have to produce documentary proof of experience from the authorities where they have worked, valid ITCC & registration under Society Registration Act XXI of 1860 at the time of purchase of tender Documents of work containing schedule, terms and conditions which can be had from the office the EE,DD-IV/C-7 at the above mentioned address on payment as indicated against the work (Non-refundable) on any working day up to the date and time fixed for the tenders as mentioned above. The tender shall be open in the presence of intending tenderers or their authorized representatives. The tender may be sent by registered post also. The tender which are received after the expiry of date & time fixed for receipt of tender will however be rejected.

The tenderer will have to deposit the full value of the earnest money by Pay Order in favour of Executive Engineer,DD-IV/C-7, Rana Pratap Bagh Delhi-07 along with application. The Earnest Money as shown in the respective column shall be forfeited in full, if the highest bidder/agency does not enter into the agreement within the stipulated period.

S.No.	Name of Work	Seater	Earnest Money	Tender Cost	Time	Validity Rates
1	Operation, Management & Maintenance of 79 seater Jan Suvidha Complex at Kabir Basti.	79 WC	35,550.00	150.00	Two years	Four months

If any of the said date happened to be holiday the date shall automatically stand postponed to next working day.

NOTICE BOARD:

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Copy to:

1. O.S.D. to C.E.O. with the request to load the N.I.T. on DUSIB Web Site.
2. S.E-3 & 4 for information
3. A.E.-IV.
4. A.E. (P).
5. A.A.O.
6. Office copy.

EXECUTIVE ENGINEER/C-7.

**TERMS AND CONDITIONS FOR ALLOTMENT OF OPERATION,
MANAGEMENT AND MAINTENANCE OF 79 SEATER JAN SUVIDHA
COMPLEXES “PAY & USE JSE” BASIS.**

1. That the Jan Suvidha Complexes in various localities have been constructed by on behalf of DUSIB, on its own cost as such DUSIB is the absolute owner of Jan Suvidha Complex.
2. That the Jan Suvidha Complexes will be managed, operated and maintained by second party for a period of one year which can be extended with mutual consent of both the parties.

3. **EARNEST MONEY**

All the tenderes shall deposit earnest money @ 25% of the amount which will be worked out for contract period of one year @ Rs.150.00 per W.C/Bath/ Urinal per month at the time of purchase of tender. The earnest money shall be forfeited in the event of his not forthcoming to carry out the work. The department also reserves the right to debar any agency from tendering if they resort to such practices on more than one occasion. This may also invoke black listing depending upon the seriousness of the matter and decision of the accepting authority of the tender shall be final in this matter.

4. **SECURITY DEPOSIT**

The Agency will be required to pay the earnest money as per clause 3 above referred to herein. Apart from that the agency in the event of their offer having been approved, the work order issued will also be required to deposit the security amount equivalent to the license fee of one qtr by demand draft plus License fee of two quarters through bank guarantee valid up to a period of six months beyond the stipulated date of completion of work. In lieu of BG the agency is at liberty to deposit the entire L.F. through the post dated Cheques with effect from third quarter onwards up to the last quarter. The security is to be refunded after due inspection of the complex after completing the maintenance period.

Any loss caused to the complex will have to be assessed by an office not below the rank of Executive Engineer(Civil/Electrical) and the amount will be deducted from security Deposit referred to above. In the event of the contract period being extended the first party will retain security deposit for extended period. This amount shall, however, liable to be refunded after completion of maintenance period on prorata basis after ascertaining the value of damage of the civil/electrical components of the complex which will have to be deducted from the security deposit. The first party from time to time inform the agency about the damages caused which need the rectification by the agency and in the event of non-compliance the value of the damages will be assessed by the authorized office not below the rank of E.E. (Civil/Elect.) will be final in this regard as far as refund of security Deposit/corresponding assessment of damages is concerned.

5. **LICENSE FEE**

The second party shall be required to pay the license fee in advance on quarterly basis at the rates accepted by the first party within 15 days of the award of the work. The Jan Suvidha Complex shall only be handed over after deposit of the security as per clause 4 and license fee for the first quarter, Sub-sequently the second party shall deposit advance within 15 days before the completion of the quarter in progress. In case of any default by the second party for payment of license fee after 15 days of next quarter the interest will be charged @ 18% per year which shall be recoverable from the security deposit. In case the second party fails to deposit the license fee amount for two consecutive quarters, license fee shall be recovered from the security deposits and the first party will take action to rescind the agreement and withdraw the Jan Suvidha Complexes from the second party for further operation for maintenance and management at the risk and cost of the second party by serving a 15 days notice to that effect at the last known address of the second party. Provided further the second party shall not be liable to be paid any amount by the department if the bidder quotes higher rates after recession the original contract.

6. **MOBILISATION PERIOD**

The second party shall be given 15 days notice by the first party to mobilization his resources for starting the operation, management and maintenance after the deposit of the security deposit and license fee. The obligation of the second party for the maintenance shall be reckoned after 15 days from the date of handling over the units by the first party to the second party in the first instance.

7. **INSURANCE**

That the second party during the notice period of 15 days as mentioned in condition No.6 shall get the insurance done in favour of CEO(DUSIB) for Jan Suvidha Complexes along with its fittings and figures and all other infrastructure handed over by the first party to cover the risk of theft, riots, natural calamities etc. and shall give intimation to the first party regarding insurance and its subsequent renewal. Nothing extra shall be paid by the first party on this account.

8. **ELECTRICITY/WATER CONSUMPTION CHARGES.**

8.1 The electricity /water consumption charges for day-to-day operation management and maintenance of the complex as per bills of DVB/DJB will be paid by the second party. However, capital investment for obtaining electric/water connection will be the responsibility of first party.

8.2 In case the electricity is supplied through the generator, the diesel consumption expenditure on the procurement of diesel as per actual consumption shall be borne by the second party. The generator etc. of the requisite capacity will be provided by the first party.

8.3 On termination/completion from the maintenance period, the unpaid bills shall be adjusted from security deposited on pro-rata basis.

9. **PAY AND USE CHARGES.**

9.1 The Jan Suvidha Complexes will be operated, managed & maintained on "Pay and Use" basis by utilizing the money collected by the second party by way of collected of Rs. 1.00 per use of Jan Suvidha Complexes from all other users except the children below the age of 12 years who will be allowed to use the W.C free of charge. A Board will be displayed at the site showing use charge and other terms and conditions of the use of the toilets.

9.2 Each user will be supplied a teaspoonful of soap powder for washing hands after defecation without any additional charges by the second party.

9.3 Monthly coupons will be issued if so desired by the users.

10. **TIMINGS.**

The second party shall make Jan Suvidha Complexes available for public use from 4:30 A.M. to 12:00 midnight.

11. **MAINTENANCE STAFF:**

12. The second party shall engage the following minimum staff or operation management and maintenance:

13. a) Caretaker

Caretaker will be overall in charge for the operation and will be responsible for issue of tickets/ coupons; maintenance of complaint register. He will be answerable to the first party in case of any problem/ complaint from the users/major break/down and repairs. The caretaker should be in uniform and his name should be displayed on a suitable badge.

b) Safai Karamcharies

Requisite number of Safai Karamcharies will be deployed by the second party who will be responsible for flushing W.C. with water immediately after use and before allowing to be used by the next user besides swooping, cleaning and keeping the W.C. functional in neat, clean and tidy condition. They too should be provided uniform, displaying their identity as at "a" above. The staff so employed shall always be available and should be courteous, polite during the period of operation while dealing with the local users/others.

14. **ARRANGEMENT OF MATERIALS FOR DAY TO DAY CLEANING:**

The second party shall ensure availability of detergents, disinfectants like phenol, brooms, brushes and other material required for deeping the units in hygienic condition to the satisfaction of the first party besides soaps and detergents for washing the hands during the period of operation.

13. **GENERAL CONDITINS:**

13.1 The second party will be responsible for undertaking the community mobilization works to make the public conscious of the use of Jan Suvidha Complexes by giving due publicity and will maintain close liaison with the local public and public representatives i.e. leaders of the public opinion in the clusters where the second party is operating.

13.2 The second party will be responsible for the safe custody of the Jan Suvidha Complexes and its fittings as per inventory which will be made available by the first party while handing over the possession of these units.

13.3 The second party shall be responsible to maintain at its cost the inlet and outlet connections to the septic tanks, W.C. and sewer line to the septic tanks so as to ensure that there is no blockage/chockage and the units remain in working order at all times.

13.4 The second party shall have no right to use the infrastructure handed over by the first party for the purpose other than that mentioned in the agreement. Also no addition/alteration to the existing structure shall be made by the second party. In case of default the same would be demolished by the first party at the expense of second party.

13.5 The second party shall hand over the units in the operational condition to the first party at the time of completion /termination of the agreement. For any defects and deficiency at the time of transfer, the cost shall be recoverable from the security deposit.

13.6 No subletting/ sub-contractor is allowed during the contract period.

13.7 In case of any accident occurred due to negligence of second party. The second party will be responsible for all action including legal action.

13.8 The second party shall abide by the provision of the Minimum Wages Act.1948, the Contract Labour (R & A) Act, 1970 and other labour laws applicable from time to time.

1.4 **MAINTENANCE AND REPAIRS TO INFRASTRUCTURES:**

14.1 The second party shall undertake day-to-day repairs to such fittings and fixtures and other tube well, pump etc. at its own cost to get the same in serviceable and good working condition. Similarly, the second party shall ensure proper functioning of the lighting arrangements/ electric fixture provided in the units.

14.2 The second party shall besides day-to-day maintenance/ upkeep also undertake annual repairs / major repairs, white washing and painting to be done once a year or as required both internally and externally and also periodical cleaning of septic tank and safe disposal of contents as and when required.

14.3 The second party shall ensure that door and other fittings are functional properly to provide requisite privacy to the users.

14.4 The second party shall also ensure uninterrupted supply of water and to upkeep the tube well. In case of failure the same will have to be made functional by the second party at its own expenses.

14.5 In case of unsatisfactory conditions prevailing for more than 7 days, a 15 days, notice shall be issued for satisfactory improvement otherwise the contract will be rescinded. The necessary improvement etc. shall be got done by the first party at the risk and cost of second party.

1.5 **ARBITRATION:**

In case of any dispute arising out of the agreement, the same shall be referred to the sole arbitrator to be appointed by the CEO DUSIB. Under the arbitration Act,1996 and the award of the arbitrator shall be final and binding on both the parties. In case the arbitrator is reluctant to act or is not able to function on account of being transferred/ vacating his office for any other reason, the C.E.O DUSIB shall have the right to appoint any other Arbitrator. The court at Delhi only shall have the territorial jurisdiction in respect of matters/ disputes arising out of agreement between the parties, which nonetheless are to be resolved under the "Indian Arbitration Act."

ADDITIONAL CONDITIONS

1. The NGO/Agency shall take precautions to avoid all accidents by exhibiting necessary precautions on display boards, shall use red lights, signals and provide barricading as directed by Engineer-in-charge. He shall be responsible for all damages and accidents due to negligence on his part. No hindrance shall be caused to traffic during the currency of the contract or during extended period of time.
2. No payment will be made to the NGO for damage caused by rains or other natural calamities during the currency of contract or extended period of time.
3. The NGO will have to work as per programme given to him by the Engineer-in-charge, if required.
4. Time is essence of the contract and shall be strictly adhered to.
5. It shall be the responsibility of the NGO to make available potable drinking water free from contamination to the labour engaged on the site as required.
6. The work will be carried out as per condition of the contract and as per direction of Engineer-in-charge.
7. In case the work ceases to continue due to any reason within the stipulated period of contract or during the extended period there to the NGO shall have no right whatsoever to claim any compensation for the said reasons.
8. The intending tenderers may inspect the site before submission of tender documents. The successful bidder will have to take over the complex on as is where is basis.
9. No conditional tender shall be accepted by the Competent Authority.

EE/C-7

Date Signature of Contractor/ NGO

In witness whereof, the parties have set their hands on this.

_____ day of _____

Executive Engineer/C-7

On behalf of CEO (DUSIB)

(First Party)

M/s _____

(Second Party)

Witness:

1. _____.

2. _____.

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<i>S.No.</i>	<i>DESCRIPTION OF ITEM</i>	<i>UNIT TO BE MAINTAINED</i>	<i>QUOTED RATE</i>
<i>I.</i>	Operation, Management & Maintenance of 79 Jan Suvidha Complex Kabir Basti.	WC's: 79 Bath : 31	License fee per unit/month@ Rs.____

NOTE:

1. The rates will be quoted in figure and words in case of any discrepancy between the quoted rates in figure and words the rates in words shall be considered as quoted rates:
2. Rates are valid for Four months.

Signature of agency/NGO with seal.

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A.E.-I

J.E.