

**DELHI URBAN SHELTER IMPROVEMENT BOARD**  
**GOVT. OF NCT OF DELHI**  
**OFFICE OF THE EXECUTIVE ENGINEER, ELECTRICAL (E-2)**  
**1, Kilokari, Opp. Maharani Bagh, Ring Road, New Delhi-14.**

NIT NO.63/EE/E-2/(DUSIB)/2016-17/D-642

Dated:03-03-2017

The Executive Engineer, E-2 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-procurementsystem.

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.

**NOTICE INVITING E-TENDER**

| S. No. | DUSIB Stage         | Contractor Stage                    | Start Date & Time    |                             | Expiry Date & Time |   |
|--------|---------------------|-------------------------------------|----------------------|-----------------------------|--------------------|---|
|        |                     |                                     |                      |                             |                    |   |
|        | Release Tender      | -                                   | 03-03-2017           | 18:00                       |                    |   |
|        | -                   | Download Tender Document            | 03-03-2017           | 18:00                       | 17-03-2017         | 15:00                                   |
|        | -                   | Bid Preparation and Hash Submission | 03-03-2017           | 18:00                       | 17-03-2017         | 15:00                                   |
|        | Opening of Bid      | -                                   | 17-03-2017           | 15:30                       |                    |   |
|        | Estimated Cost (EC) | Earnest Money (EM)                  | Cost of Tender paper | Time Allowed for Completion | Validity of Rates  | Place of receipt and opening of tenders |

|   |  |                 |               |                  |                |                              |
|---|--|-----------------|---------------|------------------|----------------|------------------------------|
| 1 | <b>Name of Scheme: : Construction of JSC Pay &amp; Use.</b><br><b>Sub Head: : Providing of portable toilets as service facility including operation Management &amp; Maintenance at Various Locations Under C-4 and /or any other Locations . Where water supply and sewage facilities are not available .(on rental basis).</b> |                 |               |                  |                |                              |
|   | <b>Item Rate</b>   | <b>300000/-</b> | <b>1000/-</b> | <b>02 Years.</b> | <b>90 days</b> | <b>As per above schedule</b> |
| 2 | <b>Name of Scheme: : Construction of JSC Pay &amp; Use.</b><br><b>Sub Head: : Providing of portable toilets as service facility including operation Management &amp; Maintenance at Various Locations Under C-5 and /or any other Locations . Where water supply and sewage facilities are not available .(on rental basis).</b> |                 |               |                  |                |                              |
|   | <b>Item Rate</b>   | <b>300000/-</b> | <b>1000/-</b> | <b>02 Years.</b> | <b>90 days</b> | <b>As per above schedule</b> |
| 3 | <b>Name of Scheme: : Construction of JSC Pay &amp; Use.</b><br><b>Sub Head: : Providing of portable toilets as service facility including operation Management &amp; Maintenance at Various Locations Under C-6 and /or any other Locations . Where water supply and sewage facilities are not available .(on rental basis).</b> |                 |               |                  |                |                              |
|   | <b>Item Rate</b>   | <b>300000/-</b> | <b>1000/-</b> | <b>02 Years.</b> | <b>90 days</b> | <b>As per above schedule</b> |

The Bidder shall upload the mandatory scanned copies of following documents along with tender, for determination of Eligibility Criteria(**Envelope-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 VAT/CST Registration.
- ix)** Scanned copy of Registration with service tax department with copy of last

quarterly filed return.

- x) Scanned copy of Documents showing the financial turnover of last 03 years duly certified by CA
- xi) Scanned copies of set of Documents in support of Eligibility Criteria prescribed at S.No.- 03 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-2 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.**

Format for "Self Declaration"

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

\*to be filled by EE/E-2.

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...3420494910 by way of ECS/RTGS No. \* .....Dt.\* .....at Bank drawn in favor of **EE,E-2 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/RTGS No..... \* .....
3. I/We have read and examined the Notice Inviting Tender, 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 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 technical bid 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 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.

\*to be filled by EE/E-2

Dated.....SignatureofAgencyPostalAddress.....

Witness: Name.....

Address:.....

Occupation:.....

### 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 SuvidhaComplexes (here-in- after referred to as “Service **facility**”) in JJ Bastis scattered all overDelhi.
- B. The Servicefacility are proposed to be operated on “Maintenance Charges Basis” for specified period prescribed in the tenderdocument/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 provideragency shall not be permitted to charge user charges arbitrarily from the users under any circumstances.**The facility at any location shall have atleast 10 Portablecubicles.**
- D. The “Pay & Use” concept is being adopted to make the facility self- sustaining andworking.
- 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 thatend.

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

- i) The service provideragency 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 SafaiKaramcharies, Caretaker and other Supervisory staff as is necessary for smooth management and upkeep of the facilityto the satisfaction of theDUSIB.
- 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 ofservice 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)whichexpression shall unless excluded by or repugnant to the context include his/herrepresentatives.
- ii) The Employer’s representatives means the concerned Executive Engineer, DUSIB, in-charge of the Facility proposed to be provided and maintained through theservice 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 (Envelope-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 VAT/CST Registration.
- ix) Scanned copy of Registration with service tax department with copy of last quarterly filed return.
- x) Scanned copy of Documents showing the financial turnover of last 03 years duly certified by CA
- xi) 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 (Envelope-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 :<br>i) Product : 15 Marks | a) Simple toilet cubical : 60% Marks<br>b) Toilet cubical with treatment arrangement : 100 % Marks |

|    |   |  |
|----|---|--|
|    | ii) Sourcing : 10Marks                              | a) Sourcing from other agencies : 60%Marks<br>b) In-house availability : 100%Marks   |
|    | iii) Inventory/Production Capacity : 15Marks        | a) 50% of Tendered Qty. : 60%Marks<br>b) 100% of Tendered Qty. : 100%Marks<br>In between (i) & (ii) – on   |
| B. | Financial :<br>i) Average annual turnover: 25 Marks | a) 60% marks for minimum eligibility criteria<br>b) 100% marks for twice the minimum eligibility criteria or more<br>In between (i) & (ii) – on pro-rata basis                         |
| C  | Establishment & equipment : 10marks                 | a) Watertanker : 05marks<br>b) Sewer suction machine : 05marks   |
| D. | Presentation : 25marks                              | On methodology how the agency will ensure water saving & waste disposal to meet service level standards.<br>(Marks for D will be assessed by committee constituted by SE (E)-I, DUSIB. |

#### 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 (Envelope-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 (Envelope-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. 300000/- shall be deposited by intending bidder in the CBI \_\_\_\_\_ mentioned Bank, A/C NO. \_3420494910 IFS Code No. 283525.
- 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 period specified in Schedule F. 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 form. 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-17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 & clause 5.

Note-1- 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.

**EXECUTIVE ENGINEER (DUSIB)/(E-2)**