

**INFORMATION TECHNOLOGY DEPARTMENT**

**CORRIGENDUM**

**Subject: Disposal of E-waste- Old/ Obsolete Computer, Hardware and Peripheral in NDMC area.**

**Last date of submission of bid is: 27-07-2018 at 3:00 PM**

**Pre-bid Queries reply**

**M/s E-Waste Recyclers India**

<b>Sr. No.</b>	<b>Queries</b>	<b>NDMC Reply</b>
1.	These items are missing in the tender. Photocopier, Water Cooler, Light fittings, Wire, Tab, Switch, Telephone, Panel & Exchange	Agree. Accordingly Annexure-III (financial bid amended)
2.	Misc items will paid by their weight.	No, Amount will paid as per actual quantity
3.	We will give costing as per complete or incomplete of assets.	No, Amount will paid as per actual quantity
4.	We will make the payment within 3 working days instead of 2 working days to NDMC.	Agree. SLA clause 4.19 amended accordingly
5.	Fix 1 day for the pickup from the Society/ RWA.	Agree. SLA clause 4.19 amended accordingly

**M/s E-Waste Recyclers India**

<b>Sr. No.</b>	<b>Queries</b>	<b>NDMC Reply</b>
6	The total price should be inclusive of GST/Misc. Charges like transportation, labour or any other expenses etc.- <b>Please explain as to how GST will be applied in this scenario and whether GST will be applicable on purchase or sale of e-waste?</b>	It is clarify that total price inclusive of all taxes, levies, transportation etc. NDMC will not pay any amount on a/c of collection/disposal of material.
7	All duties, taxes (including GST) and other levies, including that relating to Works Contract Tax (WCT) levied by certain State Governments at the applicable rate shall be payable by the Bidder under the Contract and shall be included in the rate and prices quoted by the bidder. The quoted bid prices shall accordingly be all-inclusive and firm-Please explain as to how GST will be applied in this scenario and whether GST will be applicable on purchase or sale of ewaste?	As above.
8	The item which is not listed in the above list shall be treated in the "other" category – Please Specify: <ul style="list-style-type: none"> <li>- If there is a limit on the of items that can be included in the other category?</li> <li>- If there is no limit on the above then how will the highest price be calculated in a fair manner? For example if a bidder has the highest price for each of the items but has a lesser total price than others because the others have included more items in the other category.</li> </ul>	-Please refer to reply Sr No 1  -Kindly refer the clause 1.9 it is clearly stated that bidder will be selected under total highest cost selection (H-1) basis not on item basis.
5.	Service Level Agreement in case of e-waste from NDMC area Citizen/Markets/ RWAs Payment made to NDMC area citizen/markets/RWA etc. through online	As above Sr no 4. Payment shall be made to citizen only online mode i.e. NEFT/RTGS/UPI/BHARAT

	mode like UPI/RTGS/NEFT (Cash payment not allowed) penalty if Rs. 1000 per day from date of counting of material (02 working days) – <b>Please consider at least 5 days instead of 2 days</b>	QR/IMPS etc.
6.	Picking of e-Waste material in case the delay of more than one day the penalty will be imposed Rs. 1000 per day- <b>Please consider providing relaxation up to 3 days instead of 1 day</b>	As above

**Jt. Director (IT)**

Note: Further all the terms and conditions remain same.

# TENDER NOTICE

FOR

**DISPOSAL OF E-WASTE – OLD/OBSOLETE COMPUTER HARDWARE  
AND PERIPHERALS IN NDMC AREA.**



**NEW DELHI MUNICIPAL COUNCIL (NDMC)**

**INFORMATION TECHNOLOGY DEPARTMENT  
PALIKA KENDRA, NEW DELHI-110001  
Ph: 41501367 (D), 41501353-60, Extn. 2240  
E-MAIL: [jd.it@ndmc.gov.in](mailto:jd.it@ndmc.gov.in)**

**LETTER OF INVITATION**

- 1.1 Sealed tenders are invited from Dismantler/Recycler of E-waste registered with Central Pollution Control Board or State Pollution Control Committee for disposal of old/obsolete/unserviceable computer hardware (Desktops, Monitors, UPS, Printers etc.) on "AS IS WHERE IS BASIS". The Tender Document can be downloaded from the website of NDMC i.e. [www.ndmc.gov.in](http://www.ndmc.gov.in) under link "Tenders/Auctions"
- 1.2 The Partner firm/s for undertaking the project task in accordance with this tender as specified in the Scope of Work, will be selected under **Highest Cost Selection Method** (HCS) as described in this tender.
- 1.3 The Proposals shall be filled in English and all entries must be typed and written in blue/black ink. Initials of the Authorized representative of the applicant must attest all annexure and forms and any alterations made while filing the proposal. Over writing of figures in the Price Proposal is not permitted. Failure to comply with any of these conditions may render the Proposal invalid.
- 1.4 NDMC shall not be responsible for any costs or expenses incurred by the applicant in connection with the preparation and delivery of Proposals, including costs and expenses related to field visits and other tasks as required for submitting the proposal.
- 1.5 NDMC reserves the right to cancel, terminate, change or modify this process and/or requirements of proposal stated in the tender, without assigning any reason or providing any notice and without accepting any liability for the same.
- 1.6 **DOWNLOADING RFPDOCUMENTS**  
RFP document can be downloaded free of cost from the website of [www.ndmc.gov.in](http://www.ndmc.gov.in) up to the scheduled date and time.
- 1.7 **EARNEST MONEY DEPOSIT (EMD)/BID SECURITY**
- 1.7.1 An EMD of **Rs. 5000/- (Rs. Five Thousand)** to be deposited in the form of Demand Draft/Pay order/Bankers Cheque/FDR/TDR in favour of "**Secretary NDMC**" **Payable at New Delhi**, of a schedule bank. Failing to deposit EMD on or before the last date of submission of bids (Proposal Due Date) shall lead to non -consideration of bid and its automatic rejection.
- 1.7.2 It is also mandatory to deposit the physical copy of the EMD to be submitted in the NDMC on or before submission of bids as per the address given below:
- Office of the Joint Director IT,  
Room No. 7013, 7<sup>th</sup> Floor,  
New Delhi Municipal Council  
Palika Kendra, New Delhi – 110001  
Phone: 011-41501367  
Email: [jd.it@ndmc.gov.in](mailto:jd.it@ndmc.gov.in)**
- 1.7.3 **The Bid security/EMD will be forfeited at the discretion of NDMC on account of one or more of the following reasons:**
- a. The Bidder withdraws its Proposal/bid during the period of proposal validity.
  - b. Bidder does not respond to requests for clarification of its proposal.
  - c. In case of a successful Bidder, the said Bidder fails-to sign the Agreement in time.
  - d. In case it is found that, the bidder/shas furnished misleading/wrong or fraudulent information/documents or information furnished by them is not found to be true, the Earnest Money will be forfeited.

- e. If the Bidder submits a conditional Bid which would affect unfairly the competitive provision of other Bidders who submitted substantially responsive Bids and/or is not accepted by the NDMC.
- f. If the Preferred Bidder fails to provide the Bank Guarantees as per the terms and conditions specified in the RFP and in the Letter of Intent issued to preferred bidder.
- g. Bidder fails to execute the work as per the Contract Agreement.

#### 1.8 TENDER SCHEDULE : PROCESS OF BIDDING:

SNo	InformationrelatedtoBid Process	Details
1	Publicationof tender document.	<b>10/07/2018</b>
2	RFP Document Fee	NIL
3	Earnest Money Deposit (EMD)	<b>Rs. 5,000/-</b>
4	Proposal Due Date/Last Date of Bid Submission.	<b>27/07/2018</b>
5	Bidvalidityperiod	180 (One Eighty) daysfromProposal Due Date (PDD)/last date of bid submission.
6	LastdateforsubmissionforqueriesforclarificationtoNDMC	<b>19/07/2018 till 5:00PM</b>
7	Pre-Bid meeting	<b>20/07/2018 at 03:00PM</b> Council Room, 3 <sup>rd</sup> Floor, New Delhi Municipal Council, Palika Kendra, New Delhi – 110001 Phone: 011-41501383
8	Contactpersonandemailid	Mr. A. W. Ansari Joint Director, IT, NDMC Email on <a href="mailto:jd.it@ndmc.gov.in">jd.it@ndmc.gov.in</a>
9	Proposal Due Date (PDD) i.e. (Opening of Technical Bid – date, time and venue	<b>Office of Joint Director (IT), NDMC 7<sup>th</sup> Floor, New Delhi Municipal Council Palika Kendra, New Delhi – 110001 Phone: 011-41501367</b>
10	Opening of Financial Bid	After evaluation of Technical Bids, date shall be intimated accordingly.
11	Letter of Award (LoA)	After finalizing of the bid process, date shall be intimated accordingly.
12	Signing of Agreement	In due course

#### 1.9 Brief Description of Bidding Process

The Council has adopted single stage two stages bidding process for selection of the Bidder for award of the Project. The Bidder **will be selected under Highest Cost Selection (H1)** method as described in this tender.

- 1.10 Under this process, the Bid shall be invited under two stages- In stage one, eligibility. The Financial Bid under the second stage shall be opened of only those Bidders who's Technical Bids are responsive to eligibility criteria as prescribed in this tender.

**BACKGROUND INFORMATION AND PROJECT PROFILE**

**2.1 ABOUT NDMC:**

2.1.1 NDMC is one of the five urban local bodies (ULB) in National Capital Territory (NCT) of Delhi. The administrative area under the New Delhi Municipal Council comprises of 42.7 sq. km. A Council by a 13 Members governs it. The Council Members includes the Member of Parliament of New Delhi Parliamentary Constituency, Chief Minister of Delhi and also the Member of Legislative Assembly of Delhi Cantonment Assembly Constituency.

2.1.2 NDMC is a seat of the head of the Federal Legislature, Executive and the Judiciary. The NDMC region comprises of Lutyen's Delhi and important buildings such as RashtrapatiBhawan, Parliament House, Supreme Court, North and South Blocks and the Embassy area. The strategic geo-political location of NDMC and its history is of great significance and hence the efficient functioning of the municipal body is of utmost importance locally and nationally.

2.1.3 NDMC consists of nearly 3% of the area and 2.5 lakh of the resident population of NCT of Delhi. However, an estimated 16-20 lakhs floating population in daytime possess challenges for managing the civil services in NDMC area. NDMC is one of the few local bodies in the country who is financial self-reliant. It is also a distribution company for water and electricity and its municipal solid waste is 100% scientifically disposed of.

**2.1 The Mode of Tender shall be Two Bid/Stages system:**

2.1.1 Under this process, the Bid shall be invited and examined under two stages:

**a. Technical bid**

**b. Financial Bid**

2.1.2 Eligibility and qualification of the Bidder will be first examined based on the documents submitted under the Technical Bid with respect to eligibility criteria for technical bid stipulated in this RFP.

2.1.3 The Financial Bid under the second stage shall be opened of only those shortlisted Bidders who's Technical Bids are responsive for the eligibility Criteria as prescribed in this tender.

**A. FIRST COVER-TECHNICAL BID**

**Technical Eligibility criteria documents to be submitted with Technical Bid by the Bidder**

<b>Sl. No.</b>	<b>Required documents to qualify the technical bid</b>
1.	Scanned copy of Certificate of incorporation in case of Company registered under Companies Act, 1956/2013/Registration Certificate.
2.	Must be registered as a Recycler/Reprocessor/Dismantler of e-Waste with Central Pollution Control Board, Ministry of Environment and Forests, Government of India or with the state Pollution Control Board or State Governments dealing with E-waste etc. Bids received from the firms other than so registered shall be summarily rejected.
3.	EMD
4.	Must not be blacklisted by any Department of Government of India or of any State/or by any PSU/Autonomous Organisation of Government. An Undertaking regarding non-blacklisting of the bidder by any Government Organization must be furnished by the bidder in the tender document in the format given in Annexure-II. Bids without above undertaking shall not be considered.
5.	Scanned copy of PAN CARD of individual/firm/company
6.	Scanned copy of GST registration.
7.	All recycler should empanelled with CPCB/CPCC on or before last date of submission of bid.
8.	ANNEXURE-I, ANNEXURE-II, ANNEXURE-IV

**B. SECOND COVER-FINANCIAL BID**

Price bid (BOQ) as per ANNEXURE-III

## **Chapter-III**

### **Tender for disposal of e-waste – old/obsolete computer hardware, peripherals, and other e-Waste.**

This NDMC intends to dispose off e-waste- old/obsolete/unserviceable computer hardware (Desktops, UPS, Printers etc.-As per Annexure III) water coolers, refrigerators, photocopy machines, control panels etc. on “AS IS WHERE IS BASIS” through open tender. The selected bidder will be responsible to collect the e-waste material on door-to-door basis in NDMC jurisdiction area as and when request received through online system/telephonic/in writing etc. The contract will be for initially for one (1) year;and can be extended for a further period of two (02) years solely at the discretion of NDMC. The collection policy will be framed by NDMC with consultation of the selected firm.

NDMC intends to adopt the e-waste disposal in following manner:

1. In first instance, the selected bidder (H1) will have to collect the e-waste from NDMC HQ, sub- offices / schools / hospitals / service centres etc. of NDMC.

**E-waste Collection-NDMC:** NDMC will identify 3-5 collection centres (area wise), consolidated information will be provided to the firm. The Firm will count the materials as per list and deposit the decided amount in the Municipal treasury through Challan /Demand Draft/on available online modes before picking up the material.

2. As per requirement, the selected firm shall have to collect the e-waste from citizens, RWA offices, markets etc. within NDMC jurisdiction area.

**E-waste Collection-NDMC adopt following ways to dispose e-waste in NDMC Area:**

#### **I. Drop-off points:**

- a. NDMC will allocate Drop-off Points in markets, RWA'S, offices which are easily accessible,health clinics and parking lots etc.
- b. List of Drop-off points will be available on NDMC website and NDMC 311 mobile app.
- c. Geo tagging of these points will allow citizens to locate and reach the designated points easily.

#### **II. Collection Centres:**

- a. NDMC will allocate collection centres at various locations
- b. On these collection centres, citizens will get money on account of deposition their e-waste
- c. Address proof would be required.
- d. Details of e-waste deposited and the name of citizen will be stored in the application for future references and analysis. Which will include citizen name and contact details, condition, amount paid, citizen contactor details etc.

#### **III. Online collection request system:**

Citizens will send request for collection of e-waste through online system/Mobile Application and this facility will be for collection of large amount of e-waste from skill centres, schools, offices etc.

**IV. Door to Door mobile collecting unit:**

- a. Mobile collecting units will cover all the circles in NDMC area for collection of e-waste from door to door in rotation on different **recycling days**.
- b. The movement of mobile unit will be available on website and NDMC 311 mobile app.
- c. The citizens will get payment in return of e-waste from the mobile units.

**Note: The pre-defined minimum cost of each item shall available on NDMC website and NDMC 311 MOBILE APP to avoid any dispute over costing.**

**4.1 Inspection of Items:**

The inspection of e-waste material at NDMC HQ will be required to be done carefully by the prospective bidders or their representatives at the designated place in the presence of Joint Director (IT)/ Nominated officials from New Delhi Municipal Council. In case of any issue they may contact Joint Director IT Room No 7013, 7<sup>th</sup> Floor Palika Kendra NDMC

**4.2 Minimum Reserved Price**

No minimum reserved price has been kept.

**4.3 Bid validity Period**

Bids shall remain valid for 180 days from the date of opening of the Technical Bids.

**4.4 Financial Bid:**

- (a) The financial bid shall be quoted in the Proforma given at Annexure-III of this tender document.
- (b) The financial bid of only those bidders shall be evaluated who fulfil the eligibility criteria.
- (c) Any overwriting of / on amount quoted will render the bid to be invalid.
- (d) GST or any other tax/ duty, if applicable shall be borne by the bidder.
- (e) The rate quoted the bidder shall be treated as final.
- (f) The successful bidder shall be evaluated on the basis of highest quoted price (H1) in total of Annexure-III.

Sealed tenders super scribed "Tender for disposal of e-waste" addressed to Joint Director IT, NDMC be dropped in the Tender Box placed in the Room No7013 7<sup>th</sup> floor Palika Kendra New Delhi Municipal Council on or before last date of submission of bids. Bids received after the closing date and time prescribed shall NOT be accepted under any circumstances.

All the envelopes shall also indicate the name, address and phone number of the Bidder enabling the Bid to be returned, if required.

**4.5 Opening of Bids**

- A) All bids containing Eligibility Criteria and Financial Bid shall be opened by the \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_, in the presence of officials of NDMC and the Bidders or their authorized representatives.
- B) The bidder himself or his authorised representative can attend the tender opening event. The representative attending the opening of the tender on behalf of the bidder should bring with him/her a letter of authority from the bidder and a proof of identification at the time of opening of Bid. Only one person/representative from each bidder would be allowed to attend the bid opening event.

**4.6 Payment**

**A. Collection from NDMC HQ/Hospitals/Schools and other offices etc.**

The successful bidder will have to pay the actual amount collection of collection of e-waste (Amount calculated as per rate quoted by the selected

bidder in respect of items) in the form of Bank Draft/Pay Order drawn in favour of Secretary NDMC payable at New Delhi as per defined SLA.

**B. In case of citizens / RWAs/ Markets/collection centers etc.**

The selected bidder will directly pay to above mentioned stake holders. Payment mode shall be as per mutual consent of both the parties except cash (Amount calculated as per rate quoted by the selected bidder in respect of items). In case of any dispute on a part of selected firm regarding delay payment, counting of material, delay in pick up etc. NDMC will take action as per Liquidity damage /SLA clause.

**4.7 Lifting of e-waste- old computer hardware and other peripherals.**

- (a) The successful bidder shall be required to lift the e-waste- old/obsolete/unserviceable computer hardware and not selectively from the designated place/ premises on "AS IS WHERE IS BASIS" as per SLA.
- (b) In case the successful bidder deposits the full amount within a stipulated period but fails to lift the materials in the scheduled time, this Office shall not take responsibility for safe custody of the materials.
- (c) No damage shall be caused to the existing property of this Office or any other Offices or premises while removing the materials from the site. Any loss/damage to the property of this office or any other offices in the premises or injury or personal accident suffered by any person due to negligence or action of the successful bidder or his authorized worker/supervisor will be borne by successful bidder and they will be indemnified.
- (d) Good/material will be removed under the supervision of designated Officer(s) of this Office. Materials will have to be removed within the time stipulated in acceptance letter. No extension of time will be given under ordinary circumstances. However, extension of time may be granted provided convincing and satisfactory reasons for such delay is given in writing by the successful bidder. Delay, beyond the stipulated time, may entail cancellation of the award/order.
- (e) All the charges i.e. loading, unloading and transportation to be incurred in course of lifting of items from the designed place shall be borne by the successful bidder. In the event of failure of the successful Bidder to lift the items in the stipulated time frame, legal action may also be initiated. Further, the Bidder will be blacklisted for further business with this office.
- (f) The successful bidder will have to take away all the e-Waste items irrespective of the age and condition.

**4.8 Submission of Undertaking for Disposal of e-Waste**

The successful bidder shall submit an undertaking (Annexure-V) that e-waste items i.e. old/obsolete/unserviceable computer hardware etc. will be stored/process/disposed off as per Rule 12 of Chapter IV of e-Waste (Management and Handling) Rules, 2016 and submit the certificate to the NDMC.

**4.9 Other terms and Conditions**

- (a) The bidder should also enclose the certified copy of the valid registration certificate issued by the Central Pollution Control Board or the State Pollution Control Committee along with the tender document failing which the tender will be rejected. The successful bidder shall produce the original certificate before issue of the letter of acceptance.
- (b) No bidder will be allowed to withdraw after submission of bids/opening of the tender.

- (c) This tender is non transferable.
- (d) Each page of the tender document should be signed by the bidder(s). Incomplete and unsigned tender are liable to be rejected.
- (e) This Office reserve the right to accept or reject any bid without assigning or communicating any reason thereof.
- (f) Any corrigendum/addendum/errata etc. in respect of above Tender shall be made available in our official website only. No press publication shall be made in this regard. Hence applicants are advised to visit our website regularly for any amendment/corrigendum/addendums in this regard.

#### 4.12 RESPONSIBILITY OF NDMC

- ▶ NDMC will spread awareness about e-waste hazards and will make citizens to understand the importance of disposing the e-waste at right place.
- ▶ ICT material and social media platform will be used to spread awareness among citizens, RWAs, Schools, skill centres, markets and other stakeholders.

#### 4.13 PERIOD OF CONTRACT

The contract will be for initially for one (1) year, and can be extended for a further period of two (02) years solely at the discretion of NDMC

#### 4.14 AWARD OF WORK AND EXECUTION OF AGREEMENT

As after selection of the bidder, a Letter of Award (the "LOA") for Disposal of e-waste – old/obsolete computer hardware and peripherals will be issued to the selected bidder. The selected Bidder shall execute an agreement prescribed format ANNEXURE-V within 07 days from received of LOA and also to furnish the Performance Security in the form of Bank Guarantee, on a non-judicial stamp paper of Rs. 50/- as per the prescribed format provided by NDMC. Failure to execute the contract, is liable to result the rejection of the work order.

#### 4.15 TERMINATION FOR DEFAULT

The NDMC reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the NDMC on the following circumstances:

- i. The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- ii. The bidder goes into liquidation voluntarily or otherwise
- iii. The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- iv. If the selected firm, in either of the above circumstances, does not remedy his failure within a period of 15 days-**Cure Period** (or such longer period as the NDMC may authorize in writing) from the date of issue of default notice from the NDMC.
- v. If the Bidder, in the judgment of the Tendering Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract for the purpose of this clause:

*“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.*

*“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the*

*Tendering Authority, and includes collusive practice among BIDDERS (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and deprive the Tendering Authority of the benefits of free and open competition.*

- vi. NDMC reserves the right to recover any dues payable by these selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

#### **4.15.1 DISPUTE RESOLUTION AND ARBITRATION**

- 4.15.2 Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Chairman NDMC or his nominee whose decision shall be final and binding on both the parties to this contract.
- 4.15.3 The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.
- 4.15.4 The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the Architectural Consultant shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.

#### **4.16 JURISDICTION OF COURT**

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties. Successful Bidder's Obligations.

#### **4.17 VALIDITY OF THE TENDER BID**

The Tender shall be valid for a period of 180 days from the date of opening of bid. NDMC reserves the right to reject the whole or any part of the tender without assigning any reason.

#### **4.18 LIQUIDATED DAMAGES**

If the supplier fails to execute the work any or all the services or perform the services within the time period specified in the contract or leaves the job incomplete or refuses to complete the work or takes more time than the schedule fixed, the NDMC shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, (not by way of penalty) a sum equivalent to 0.5% (half) percent of the price of the delayed software or unperformed service for each and every week (part of a week being treated as a full week) of delay until actual delivery or performance, up to a maximum deduction of 10% (Ten percent) of the total contract price.

#### 4.19 SERVICE LEVEL STANDARD AND PENALTY DEDUCTION

<b>SERVICE LEVEL AGREEMENT IN CASE OF E-WASTE FROM NDMC HQ, VARIOUS SUB-SEVERAL OFFICES / SCHOOLS / HOSPITALS / SERVICE CENTRES ETC. OF NDMC</b>			
<b>Sr No</b>	<b>Description</b>	<b>Days for SLA</b>	<b>Penalty in case of deviation of SLA</b>
1	Counting/Assessment of e-Waste Material after receipt of order from NDMC	05 working days	Rs.500/- per day
2	Payment made to NDMC	02 working days from date of counting of e-Waste material	Rs.1000/- per day
3	Picking of e-Waste material	03 working days from date of making payment to NDMC	Rs.1000/- per day
<b>SERVICE LEVEL AGREEMENT IN CASE OF e-WASTE FROM NDMC AREA CITIZEN/MARKET'S/RWA'S</b>			
1	Counting/ Assessment of e-Waste Material after receipt of request from NDMC area citizen/market's/RWA etc.	05 working days	Rs.500/- per day
2	Payment made to NDMC area citizen/market's/RWA etc. through online mode like UPI/RTGS/NEFT (Cash payment not allowed)	02 working days from date of counting of material	Rs.1000/- per day
3	Picking of e-Waste material	01 working days from date of making payment to NDMC	Rs.1000/- per day

#### 4.20 PERFORMANCE SECURITY/BID SECURITY

- i. The Performance Security/ Guarantee shall be for an amounting to Rs.100000/- (One Lakh).
- ii. The Performance Security/Bank Guarantee (BG) will be in the form of an unconditional, irrevocable and on-demand bank guarantee issued in favour of the "Secretary, NDMC" in the format (as per ANNEXURE-VI) .
- iii. The BG shall be valid for a period of 3.6 years from the date of signing of agreement and should be in the standard format(as per ANNEXURE-VI). The BG shall be released subject to realization of liquidity damages if any.
- iv. The validity of BG will required to be extend in case NDMC extend the contract beyond the stipulated period of contract.

**Eligibility Criteria for Disposal of e-waste- old/obsolete Computer Hardware & Peripherals**

**TENDER No-**

Sr. No	Description	Information	
1	Name of the Firm/Agency/Company		
2	Address of the Firm/ Agency/ Company (Enclose copy of address proof)		
3	Contact Details of the Firm/Agency	Telephone/Mobile No.	
		FAX No.	
		E-Mail ID	
4	Name of Proprietor/Partners/Directors of the Firm/Agency		
5	Other Details (Enclose Copy)	PAN NO.	
		GSTRegistration No.	
		Registration Certificate No. issued by Centre/State Pollution Control Board	

**Signature of Authorised Signatory**

**With stamp (Name of the person)**

**Tender for Disposal of e-waste- old/obsolete Computer Hardware & Peripherals**

**TENDER NO.:-**

**UNDERTAKING**

I/We \_\_\_\_\_ do hereby solemnly affirm and declare that the My/Our firm/ company/ business entity is not blacklisted by any Government Department/Autonomous Organization etc. or prosecuted by any court of law.

Dated:

**Signature of Authorised Signatory**

**With stamp (Name of the person)**

Performa of Schedule of RatesFinancial Bid for Disposal of e-waste- old/obsolete Computer Hardware & Peripherals

TENDER NO.:-

## FINANCIAL BID

**Name of work: Disposal of e-waste- old/obsolete Computer Hardware & Peripherals.**

I / We hereby offer the following Bid Amount for **Disposal of e-waste- old/obsolete Computer Hardware & Peripherals** on the terms and conditions of the Tender Document .

Name of the Bidder/Firm:-

Address of the Bidder/Firm:-

Telephone No:-\_\_\_\_\_

Email ID:-

Sr No.	Description of Items (A)	Quantity (B)	Unit	Unit rate (In Rs.) (C)	Total Amount (In Rs.) (D=B*C)
1	Monitor	1	each		
2	UPS 600 VA	1	each		
3	CPU (Cabinet)	1	each		
4	Printer	1	each		
5	Fax machine	1	each		
6	Key Board	1	each		
7	Mouse	1	each		
8	Laptop	1	each		
9	Television	1	each		
10	Speaker	1	each		
11	Amplifier	1	each		
12	VCR	1	each		
13	Video Camera	1	each		
14	Speaker	1	each		
15	UPS 30 KVA	1	each		
16	Plotter HP	1	each		
17	Servers	1	each		
18	Hard Disk	1	each		
19	Network switches (Managed)	1	each		
20	Network switches (Un-Managed)	1	each		
21	Refrigerator	1	each		
22	AC	1	each		
23	Power cable	1	each		
24	Mobile phone	1	each		
25	Pen drive	1	each		
26	Hard disk	1	each		
27	Mother board	1	each		
28	Setup box	1	each		

29	Photocopier,	1	each		
30	Water Cooler	1	each		
31	Light fittings	1	each		
32	Wire	1	each		
33	Tab	1	each		
34	Switch	1	each		
35	Telephone	1	each		
36	Panel & Exchange	1	each		
<b>Total Amount (Inclusive of all taxes)</b>					

- i. Selected firm shall pay the amount to NDMC for collected e-waste material from several offices / schools / hospitals / service centres etc. of NDMC and the material collected from citizens/RWA/market etc, the firm shall pay to owner of material directly and NDMC will be in loop with regard to quantum of e-waste as well as amount on the basis of actual collected material basis.
- ii. The total price should be inclusive of GST /Misc. Charges like transportation, labour or any other expenses etc.
- iii. All duties, taxes (including GST) and other levies, including that relating to Works Contract Tax (WCT) levied by certain State Governments at the applicable rates shall be payable by the Bidder under the Contract and shall be included in the rate and prices quoted by the Bidder. The quoted bid prices shall accordingly be all inclusive and firm
- iv. The item which is not listed in the above list shall be treated in other category
- v. I/We declared that I/My representative have inspected the obsolete items are per the list attached (**Annexure-III**) with tender and am/are interested to purchase the same on "**AS IS WHERE IS BASIS**".
- vi. I/We have gone through the terms and conditions given in the tender document and agree with the same. I/We understand that in the event of non-compliance of the terms and conditions of the tender my/our bid will be rejected.
- vii. I/we hereby also declared that firm is registered with Central Pollution Control Board or State Pollution Control Board as authorised recycle/re-processor/dismantler and having environmentally sound management facilities for collection, disposal/recycling of e-Waste.
- viii. I/we hereby also undertake and agree that my bid/offer is valid for a period of three month for the date opening of bid.

Dated:

**Signature of Authorised Signatory**

**With stamp (Name of the person)**

**Tender for Disposal of e-waste- old/obsolete Computer Hardware & Peripherals**

**TENDER NO.:-**

**UNDERTAKING FOR DISPOSAL OF EWASTE**

I/We \_\_\_\_\_ do hereby solemnly affirm and declare that e-waste items out of old/obsolete/unserviceable computer hardware etc will be stored/process/disposed off as per Rule 12 of Chapter IV of e-Waste (Management and Handling) Rules, 2016.

Dated:

**Signature of Authorised Signatory**

**With stamp (Name of the person)**

**Contract Agreement**

(All notes should be deleted in final text)

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, the \_\_\_\_\_ on behalf of the New Delhi Municipal Council (hereinafter called the "NDMC") and, on the other hand, [name of Tenderer] (hereinafter called the "Contractor").

**[Note: If the Contractor consist of more than one entity, the above should be partially amended to read as follows: "(hereinafter called the NDMC) and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the NDMC for all the Contractor obligations under this Contract, namely, [name of Contractor] and [name of Contractor] (hereinafter called the "Contractor")."]**

**WHEREAS**

(a) the NDMC has award the contract of \_\_\_\_\_ to the Contractor to \_\_\_\_\_ (hereinafter called the "Services");

(b) the Contractor skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- a) All the terms & conditions specified in the Tender/RFP.
- b) Terms & conditions agreed during the pre-bid conference.
- c) Mutually agreed in writing Terms & conditions or subsequently to be agreed terms & conditions.
- d) Letter of Award/Intent.

2. The mutual rights and obligations of the NDMC and the Contractor shall be as set forth in the Contract, in particular:

- (a) the Contractor shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Contractor shall make payments to the NDMC in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [name of NDMC]

[Authorized Representative]

For and on behalf of [name of Contractor]

[Authorized Representative]

**[Note: If Contractor consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]**

For and on behalf of each of the Members of the Contractor

[Name of member]

[Authorized Representative]

[name of member]

*[Authorized Representative]*

**FORMAT OF PERFORMANCE SECURITY**

Format of Performance Bank Guarantee

[To be executed on requisite non-Judicial Stamp Paper of Rs.100/-]

Whereas the New Delhi Municipal Council (**NDMC**) having entered into an agreement no ..... Dated..... with M/s..... (Hereinafter called the Service Provider) for "

\_\_\_\_\_ for a period of \_\_\_\_\_ years (excluding \_\_\_\_\_ months implementation period) under which the Service Provider(s) M/s .....have applied to furnish contract performance bank guarantee.

1. In consideration of NDMC having made such a stipulation in agreement. We ----- (indicate name of bank), herein after referred to as the "Bank" at the request of M/s ----- Service Provider (s), do hereby undertake to pay to the NDMC an amount not exceeding Rs. \_\_\_\_\_(Rupee \_\_\_\_\_) on demand.
2. We ----- (indicate the name of bank ), do hereby under take to pay \_\_\_\_\_ only under this guarantee without any demur or delay, merely on a demand from the NDMC. Any such demand made on the bank by the NDMC shall be conclusive and payable by the bank under this guarantee. The bank guarantee shall be completely at the disposal of the NDMC and We ----- ( indicate the name of bank ), bound ourselves with all the directions given by NDMC regarding this bank guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupee \_\_\_\_\_ only).
3. We -----( indicate the name of bank ), undertake to pay to the NDMC any money so demanded notwithstanding any dispute or disputes raised by the Service Provider(s) in any suit or proceeding pending before any court or tribunal or arbitrator etc relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We -----(indicate the name of bank) further agree that the guarantee herein contain shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue enforceable till all the dues of the NDMC under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the NDMC certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Service Provider and accordingly discharges this guarantee.
5. We -----(indicate the name of bank) further agree with NDMC that NDMC shall have the fullest liberty without our consent and without affecting in any manner our obligations, hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Service Provider (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the NDMC against the said Service Provider(s) and to forbear pre-enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation,

or extension being granted to the said Service Provider or for any forbearance act of omission of the part of the NDMC or any indulgence by the NDMC to the said Service Provider or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us. The liability of us -  
----- (indicate the name of bank), under this guarantee will not be discharged due to the change in the constitution of the bank or the Service Provider .

6. We ----- (indicate the name of bank) lastly undertake not to revoke this guarantee except with the previous consent of the NDMC in writing.
7. This guarantee shall remain valid and in full effect, until it is decided to be discharged by the NDMC. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. \_\_\_\_\_ (Rupee \_\_\_\_\_ Lakhs only).
8. It shall not be necessary for the state NDMC to proceed against the firm before proceeding against the bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the NDMC may have obtained or obtain from the Service Provider .
9. The bank guarantee shall be payable at headquarters of the division (please specify), or the nearest district headquarters (please specify). If the last date of expiry of the bank guarantee happens to be a holiday of the bank, the bank guarantee shall expire on the close of the next working day.

Dated-----day of -----for and on behalf of the bank (indicate the bank)

Signature and Designation

The above guarantee is accepted by \_\_\_\_\_ on behalf of the NDMC.

Signature

(Note: Guarantee to be made on stamp paper purchased by the bank only.)

**OFFICE OF THE JOINT DIRECTOR IT  
NEW DELHI MUNICIPAL COUNCIL  
ROOM NO. 7013,7<sup>th</sup> FLOOR, PALIKA KENDRA,  
SANSAD MARG, NEW DELHI-110001.**

**No.** \_\_\_\_\_  
**Dated:** \_\_\_\_\_

**/D/2018**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Subject:** Letter of Award thereof.

**Sir,**

It is informed that your Bid dated \_\_\_\_\_ for the above cited work has been accepted by the Competent Authority of NDMC vide his orders dated \_\_\_\_\_ and you have been selected as \_\_\_\_\_ for \_\_\_\_\_ subject to the following conditions:

1. The work is being awarded to you at tendered Cost of Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) inclusive of all taxes and levies on the terms and conditions as detailed in the RFP and clarification furnished thereof during pre-bid meeting on \_\_\_\_\_.
2. The Tenure of the contract shall be for a period of one year.
3. Please specify other prominent terms and conditions to have legally binding force and to avoid dispute at a later stage)
4. ....
5. You as per the terms and conditions of the RFP as being successful Bidder for award \_\_\_\_\_ of \_\_\_\_\_ work of \_\_\_\_\_ shall provide Performance Security/Bank Guarantee (BG) in the form of an unconditional, irrevocable bank guarantee issued in favour of the Secretary, NDMC in the format appended with the RFP as ANNEXURE \_\_\_\_\_ for an amounting to Rs One Lakh.
6. Please note as provided under Clause \_\_\_\_\_ of the RFP, if you fail to furnish the Performance Security/Bank Guarantee (BG) and start the work as \_\_\_\_\_

stipulated in the LOA above, NDMC shall forfeit the EMD and cancel the contract besides NDMC reserves its right to take action for the said default as provided under the other clauses of the RFP.

You are requested to attend this office to complete the formal agreement within 07 days of the receipt of this letter of award. You are also directed to start the work immediately after furnishing Performance Security/Bank Guarantee (BG) in the form an unconditional/irrevocable Bank Guarantee issued in favour of Secretary, NDMC.

Please note that this letter of Acceptance (LOA) alongwith RFP/Technical Bid and Financial Bid duly signed by the authorized representative of your Firm as per your Bid dated \_\_\_\_\_ and reply to the Queries of Pre-Bid Meeting in this regard held on \_\_\_\_\_ at \_\_\_\_\_ A.M. duly submitted on \_\_\_\_\_ shall form the part of the Agreement.

**Yours sincerely,**

( \_\_\_\_\_ )  
**Designation** \_\_\_\_\_

**Copy to:  
All concerned.**

**Format of Integrity Pact**

**General**

This pre-bid pre-contact Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_\_\_, between on one hand the NDMC acting through \_\_\_\_\_ of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_ (hereinafter called the "**Bidder(s)/ Contractor(s)**") which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns ) of the Second Part.

**Whereas** the NDMC proposes to \_\_\_\_\_ of the Tender Document No:[insert tender document no] dated [insert tender document date], through the **Bidder(s)/ Contractor(s)** and the **Bidder(s)/ Contractor(s)** is willing to offer / has offered the same.

**Whereas** the **Bidder(s)/Contractor(s)** is a company incorporated under the Companies Act, 1956/2013 NDMC is a Body Corporate established under the provisions of the New Delhi Municipal Council Act, 1994 performing its functions on behalf of the Council.

**Now, therefore,**

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the NDMC to obtain the desired said **work/Services/Stores/ Equipments** at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption during tendering, execution & public procurement, **and**

Enabling **Bidder(s)/Contractor(s)** to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the NDMC will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**1. Commitments of the NDMC**

**1.1** NDMC undertakes that no official of the NDMC, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the **Bidder(s)/Contractor(s)**, either for themselves or for any person, organization or third party related to the contract in

exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 NDMC will, during the pre-contract stage, treat all **Bidder(s)/Contractor(s)** alike, and will provide to all **Bidder(s)/Contractor(s)** the same information and will not provide any such information to any particular **Bidder(s)/Contractor(s)** which could afford an advantage to that particular **Bidder(s)/Contractor(s)** in comparison to other **Bidder(s)/ Contractor(s)**.

1.3 All the officials of the Principal/Owner will report to the CVO, NDMC any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the **Bidder(s)/Contractor(s)** to NDMC with full and verifiable facts and the same is prima facie found to be correct by NDMC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by NDMC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the NDMC the proceedings under the contract would not be stalled.

### **Commitments of Bidder(s)/ Contractor(s)**

3. The **Bidder(s)/Contractor(s)** commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract, contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1 The **Bidder(s)/Contractor(s)** will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NDMC, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The **Bidder(s)/Contractor(s)** further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees brokerage or inducement to any official of NDMC or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government including NDMC for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government including NDMC.

3.3 **Bidder(s)/Contractor(s)** shall disclose the name and address of agents & representatives and Indian **Bidder(s)/Contractor(s)** shall disclose their foreign Principals or associates.

3.4 **Bidder(s)/Contractor(s)** shall disclose the payments to be made by them to such agents/brokers or any other intermediaries, in connection with this bid/contract.

3.5 The **Bidder(s)/Contractor(s)** further confirms and declares to NDMC that the **Bidder(s)/Contractor(s)** has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to NDMC or any of its functionaries, whether officially, or unofficially to the award of the contract to the **Bidder(s)/Contractor(s)**, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The **Bidder(s)/Contractor(s)**, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of NDMC or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The **Bidder(s)/Contractor(s)** will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. Bidder shall remain responsible to maintain safety & confidentiality of his bid documents during bid process.

3.8 The **Bidder(s)/Contractor(s)** will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.

3.9 The **Bidder(s)/Contractor(s)** shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by NDMC as part business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The **Bidder(s)/Contractor(s)** also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The **Bidder(s)/Contractor(s)** commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The **Bidder(s)/Contractor(s)** shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the **Bidder(s)/Contractor(s)** or any employee of the **Bidder(s)/ Contractor(s)** or any person acting on behalf of the **Bidder(s)/Contractor(s)**, either directly or indirectly, is a relative of any of the officers of NDMC, or alternatively, if any relative of an officer of NDMC has financial interest/ stake in the **Bidder(s)'/Contractor(s)'** firm,

the same shall be disclosed by the **Bidder(s)/Contractor(s)** at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956/Section 2(77) of the Companies Act, 2013.

3.13 The **Bidder(s)/Contractor(s)** shall not lend to or borrow any money form or enter into any monetary dealings or transaction, directly or indirectly, with any employee of NDMC.

#### **4. Previous Transgression**

4.1 The **Bidder(s)/Contractor(s)** declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged here under or with any Public Sector Enterprise in India or any Government in India including NDMC that could justify **Bidder(s)/ Contractor(s)**' exclusion from the tender process.

4.2 The **Bidder(s)/Contractor(s)** agrees that if it makes incorrect statement on this subject, **Bidder(s)/ Contractor(s)** can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Sanctions for Violations**

5.1 Any breach of the aforesaid provisions by the **Bidder(s)/ Contractor(s)** or any one employed by it or acting on its behalf [whether with or without the knowledge of the **Bidder(s)/Contractor(s)**] shall entitle the NDMC to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the **Bidder(s)/ Contractor(s)**. However, the proceedings with the other **Bidder(s)/Contractor(s)** would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond/ Guarantee (after the contract is signed) shall stand forfeited and the NDMC shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the **Bidder(s)/ Contractor(s)**.
- (iv) To recover all sums already paid by NDMC, if any, and in case of an Indian **Bidder(s)/Contractor(s)** with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a **Bidder(s)/Contractor(s)** from a country other than India with interest there on at 2% higher than the LIBOR. If any outstanding payment is due to the **Bidder(s)/Contractor(s)** from the NDMC in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the bidder(s)/Contractor(s), on order to recover the payments, already made by the principal/owner, along with interest.
- (vi) To cancel all or any other contracts with the **Bidder(s)/Contractor(s)**. The **Bidder(s)/Contractor(s)** shall be liable to pay compensation for any loss or

damage to NDMC resulting from such cancellation/ rescission and NDMC shall be entitled to deduct the amount so payable from the money(s) due to the **Bidder(s)/Contractor(s)**.

- (vii) To debar the **Bidder(s)/ Contractor(s)** from participation in future bidding processes of the NDMC for a period of five years which may be further extended at the discretion of NDMC. Further NDMC shall have the right to intimate other Government departments/authorities/bodies for initiating any further action.
- (viii) To recover all sums paid in violation of this Pact by **Bidder(s)/ Contractor(s)** to any middleman or agent or broker with a view to securing the contract.
- (ix) In case where irrevocable Letter of Credit have been received in respect of any contract signed by the Principal/Owner with the **Bidder(s)/ Contractor(s)**, the same shall not be opened.
- (x) Forfeiture of Performance Bond/Guarantee in case of a decision by the Principal/Owner to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 NDMC will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (vii) of this Pact also on the Commission by the **Bidder(s)/Contractor(s)** or any one employed by it or acting on its behalf [whether with or without the knowledge of the **Bidder(s)/ Contractor(s)**], of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of NDMC to the effect that a breach of the provisions of this Pact has been committed by the **Bidder(s)/Contractor(s)** shall be final and conclusive on the **Bidder(s)/ Contractor(s)**. However, the **Bidder(s)/ Contractor(s)** can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **6. Independent External Monitors**

6.1 NDMC has appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission whose **names and email IDs are as follows:-**

1. **[Sh. V.K. Gupta IEMvinod101951@gmail.com](mailto:Sh.V.K.Gupta@iemandk.com)**
2. **[Shri D.K. Sharma IEM shharmadk@gmail.com](mailto:Shri.D.K.Sharma@iemandk.com)**

**The NDMC has adopted integrity pact for all its contract for Rs. 50 Lakh and above. It is mandatory for the Bidder(s)/Contractor(s) to sign the Integrity Pact. The bid of Bidder(s)/Contractor(s) who does not sign the Integrity Pact is deemed as part of the contract so that the parties concerned are bound by its provision.**

6.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

6.3 The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

6.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings.

6.5 As soon as the IEMs notices, or have reasons to believe a violation of this Pact, they shall so inform to Chairman, NDMC.

6.6 The **Bidder(s)/Contractor(s)** accepts that the IEMs have the right to access without restriction to all Project documentation of the NDMC including that provided by the **Bidder(s)/ Contractor(s)**. The **Bidder(s)/ Contractor(s)** will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The IEMs shall be under contractual obligation to treat the information and documents of the **Bidder(s)/Contractor(s)/ Subcontractor(s)** confidentiality. **In case of sub-contracting, the Bidder(s)/ Contractor(s) shall take the responsibility of the adoption of Integrity Pact by the sub-contractor.**

6.7 NDMC will provide to the IEMs sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEMs the option to participate in such meetings.

6.8 The IEMs will submit a written report to the Chairman, NDMC within 8 to 10 weeks from the date of reference or intimation to him by NDMC/**Bidder(s)/Contractor(s)** and, should the occasion arise, submit proposals for correcting problematic situation.

**6.9 The Bidder(s)/Contractor(s) shall not approach the courts while representing the matters to Monitors and will await their decision.**

#### **7. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this pact or payment of commission, NDMC or its agencies shall be entitled to examine all the documents including the Books of Accounts of the **Bidder(s)/Contractor(s)** and the **Bidder(s)/Contractor(s)** shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

#### **8. Law and Place of Jurisdiction**

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the NDMC.

#### **9. Other Legal Actions**

The action stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**10. Validity**

**10.1 The validity of this Integrity Pact shall be from the date IP is signed by both the parties till the final completion of the contract including defect liability period if any. In case of unsuccessful bidder this IP shall expire on the date of signing of the contract by successful bidder.**

10.2 Should one or several provision of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

**11.** The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_