

NOTICE INVITING BID

Estimated Cost Rs. 3200000/- Per Year

TENDER No.:D/92/DIR(IT)

DATE: 24/05/2017

**Operation and Maintenance of 24x7 Call Center
at New Delhi Municipal Council (NDMC)
for a Period of 03 (Three) Years**



NEW DELHI MUNICIPAL COUNCIL (NDMC)

ISSUED BY:

**THE DIRECTOR (IT)
INFORMATION TECHNOLOGY DEPARTMENT
PALIKA KENDRA, NEW DELHI-110001
Phone: 41501383 (D), 41501353-60, Extn. 2701
e-mail id: director.it@ndmc.gov.in**

MAY-2017

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DISCLAIMER

1. Though adequate care has been taken while preparing the Tender Document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within seven days from the date of notification of Tender Document/ Issue of the Tender Document, it shall be considered that the Tender Document is complete in all respects.
2. The information contained in this tender whether subsequently provided to the bidders, ("**Bidder/s**") verbally or in documentary form by New Delhi Municipal Council (henceforth referred to as "**NDMC**" in this document) is provided to Bidders on the terms and conditions set out in this Tender document and any other terms and conditions subject to which such information is provided.
3. New Delhi Municipal Council (NDMC) reserves the right to modify, amend or supplement this Tender Document.
4. While this Tender Document has been prepared in good faith, neither NDMC nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender Document, even if any loss or damage is caused by any act or omission on their part.
5. The issue of this Tender document does not imply that NDMC is bound to select a Bidder or to appoint the Selected Bidder (as defined hereinafter) and NDMC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
6. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, uploading delivery fees, expenses associated with any demonstrations or presentations which may be required by NDMC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and NDMC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection process.
7. This tender is not an agreement or an offer by the NDMC to the prospective Bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in the formulation & submission of their Proposals pursuant to this Tender.
8. This tender may not be appropriate for all persons, and it is not possible for the NDMC and its employees to consider the objectives, technical expertise

and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this tender and obtain independent advice from appropriate sources. Information provided in this Tender to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

9. The NDMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
10. The NDMC and its employees/ advisors make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the tender and any assessment, assumption, statement or information contained therein or deemed to form part of this tender or arising in any way in this Selection Process.
11. The NDMC also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this Tender.
12. The NDMC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender.

Place: New Delhi

Date:

CHAPTER-I

TENDER/BID INVITING NOTICE

- 1.1** The Director (IT), New Delhi Municipal Council (NDMC), Palika Kendra, New Delhi, invites on behalf of NDMC, online tenders in two bid system, from eligible and reputed call center operating and managing firms, with sound technical and financial capabilities for Operation and Maintenance of NDMC 24x7 call center already setup by providing adequate trained professionals having experience in managing the 24x7 call center, well conversant and fluent in Hindi and English language.
- 1.2** The details of the work are given under the scope of work in the tender document.
- 1.3** The bidder may submit the duly filled up tender documents online on or before prescribed date and time mentioned in the Tender Schedule and the same may be opened at as per the scheduled time on the same day in presence of the representatives of the bidding firms who may desire to attend the proceedings in the **Office of Director (IT) at 7th Floor, IT department, NDMC, Palika Kendra, Parliament Street, New Delhi-110001.**

1.4 DUE DILIGENCE BY BIDDERS

Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. The response to this tender should be full and complete in all respects. Failure to furnish all information required by the tender documents not substantially responsive to the tender documents in every respect will be at the bidder's risk and may result in rejection of the bidder's Tender.

1.5 DOWNLOADING TENDER DOCUMENTS

Tender document can be downloaded free of cost from the website of **www.ndmc.gov.in** and **<https://govtprocurement.delhi.gov.in>** up to the scheduled date and time.

1.6 EARNEST MONEY DEPOSIT (EMD)

- 1.6.1 An EMD of **Rs. 64,000/- (Rs. Sixty Four Thousand only)** 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 copy of which to be scanned and to be uploaded with other technical documents as mentioned in the tender. Failing to deposit EMD on or before the last date of submission of bids (Tender Due Date) shall lead to non -consideration of bid and its automatic rejection.
- 1.6.2 It is also mandatory to deposit the physical copy of the EMD in the NDMC at the address given below:

**Office of the Director IT,
Room No. 7008, 7th Floor,
New Delhi Municipal Council
Palika Kendra, New Delhi – 110001
Phone: 011-41501383
E-mail: director.it@ndmc.gov.in**

- 1.6.3 The EMD is refundable not later than 60 (sixty) days from the Tender Due Date (last date of bid submission), except in the case of the Selected Bidder whose EMD shall be retained till it has provided a Performance Security/ Guarantee. Where a demand draft is provided, its validity shall not be less than 90 (Ninety) days from the Tender Due Date (last date of Bid Submission), for the purposes of encashment by the Authority. The Bid shall be summarily rejected if it is not accompanied by the EMD. Should the bidder fail to comply with the said stipulation, the EMD amount shall be forfeited at NDMC's sole discretion.
- 1.6.4 The EMD (bid security) of the unsuccessful bidders shall be returned to them after issue of LOA to the successful bidder. NDMC, will not be responsible for any loss or depreciation that may happen thereto while in its possession nor be liable to pay any interest thereon.
- 1.6.5 The 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/s has furnished misleading/wrong or fraudulent information / documents or information furnished by them is not found to be true, the Earnest Money /PBG of the bidder/s will be forfeited.

1.7 PERFORMANCE SECURITY/GUARANTEE

- 1.7.1 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 appended to the tender at ANNEXURE-IV.
- 1.7.2 The Performance Security/ Guarantee shall be for an amount equal to 10% (Ten per cent) of the total value of the Contract (tendered/bid amount).
- 1.7.3 All charges whatsoever such as premium, commission, etc. with respect to the BG shall be borne by the bidder.
- 1.7.4 The BG shall be valid for a period of 42 months from the date of signing of agreement and should be in the standard format prescribed by Reserve Bank of India. The BG shall be released subject to realization of liquidity damages if any.
- 1.7.5 The bidder will also be required to further extend the BG, in case the NDMC extends the contract, to an extent that the BG is valid for a minimum of 6 months after the expiry of the Contract (The License Period).
- 1.7.6 The extended BG in all the above cases shall be submitted at least 3 months before the expiry of the previous BG, failing which, NDMC reserves the rights to terminate the contract, and forfeit the BG.

1.8 VALIDITY OF THE TENDER BID

The Tender shall be valid for a period of 90 days from the date of opening of financial bid.

- 1.9** NDMC reserves the right to reject the whole or any part of the tender without assigning any reason.

1.10 TENDER SCHEDULE

S. No.	Information related to Bid Process	Details
1	Publication of Tender/Bid document	24-05-2017 (Wednesday)
2	Tender Document Fee	NIL
3	Earnest Money Deposit (EMD)	Rs. 64,000/- (Rs. Sixty Four Thousand only)
4	Pre bid date and pre-bid meeting	29-05-2017 (Monday) at 03:00 pm
5	Tender Due Date/Last Date of Bid Submission.	05-06-2017 (Monday) upto 03:00 PM
6	Bid validity period	90 days from tender due date/last date of bid submission
7	Contact person and email id	Mr. A. W. Ansari Joint Director, IT, NDMC jd.it@ndmc.gov.in
8	Opening of Technical Bid (Tender Due Date – date, time and venue)	On 05-06-2017 at 04:30 pm Office of the Director, IT, NDMC 7th Floor, New Delhi Municipal Council Palika Kendra, New Delhi-110001 Phone: 011-41501383
9	Opening of Financial Bid	After evaluation of Technical Bids Date shall be intimated accordingly.
10	Letter of Award (LoA)	After finalizing the bid process Date shall be intimated accordingly
11	Signing of Agreement	In due course

1.11 NDMC will not be responsible for delay in online submission due to any reason. For this, bidders are to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.

1.12 The procuring entity (NDMC) reserves the complete right to cancel the bid process and reject any or all of the Bids.

1.13 No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.

1.14 NDMC disclaims any factual/or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein.

1.15 BRIEF DESCRIPTION OF BIDDING PROCESS

The Council has adopted single stage two stages bidding process (referred to as the “Bidding Process”) for selection of the Bidder for award of the work. The Bidder **will be selected under Least Cost Selection (LCS)** method as described in this tender.

1.16 Under this process, the Bid shall be invited under two stages- In stage one, eligibility along with submission of EMD (bid security) and technical capability of the bidder will be first examined based on the details submitted under the Technical Bid with respect to eligibility criteria stipulated in this tender. The Financial Bid under the second stage shall be opened of only those shortlisted Bidders who’s Technical Bids are responsive to eligibility as prescribed in this tender.

1.17 The sole criterion for selection of the work is **the lowest Financial/Price bid** of all the bidders who have been shortlisted based on their Technical Bids. In the event of more than one bidder quote the same financial price (Bid Price), NDMC may call those bidders (limited to only such bidders) before the Technical Evaluation Committee (TEC)/Director (IT) for negotiation/ resubmission of the financial Bid. In such a case, the firm that offers the lowest Bid Price will be the selected for the work.

1.18 The documents and any addendum issued subsequent to this tender document, will be deemed to form part of the Bidding Documents.

CHAPTER -II

DEFINITIONS

Following terms used in the document will carry the meaning and interpretations as described below:

“Bid” shall mean the Financial Bid/Price Bid/Commercial bid submitted by the Bidding Company/Shortlisted Bidder along with all documents /credentials/ attachments, formats, etc., in response to this Tender Document/Bid Document, in accordance with the terms and conditions hereof;

“Bidder/Shortlisted bidder/ Bidding Company” Bidder means any firm offering the solution(s), service(s) and/ or materials required in the tender call. The word Bidder when used in the pre award period shall be synonymous with bidder and when used after award of the contract shall mean the successful bidder with whom client NDMC signs the contract for rendering of goods and services. Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assigns jointly and severally, as the context may require. Further, Bidding Company shall refer to such single Company that has submitted the response in accordance with the provisions of this Tender Document;

“Company” shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;

“Tender Document/Bidding Document” shall mean the bidding document issued by NDMC including all Formats & Annexures/ Forms etc. and also including all amendments / clarifications thereof;

“NDMC shall mean NEW DELHI MUNICIPAL COUNCIL (A body created under the Act of Parliament);

“Selected Bidder or Successful Bidder” shall mean the shortlisted Bidder whom Letter of Award is issued by NDMC as per the term and conditions of Bid document;

“Tender due date/Last Date of Bid Submission” shall mean the last date and time for submission of Price Bid in response to this Bid as specified in Tender Schedule including all amendments/Clarifications thereto;

“Authorized Signatory” shall indicate the employee of the Bidding company who has been authorized through board resolution and/or Power of attorney (if required by NDMC) to sign and submit the bid as per the bidding document and is fully authorized to take decisions including signing and submission of documents as and when any requirement is raised by NDMC during execution of Contract.

“The Government” means the Government of India.

“The Deliverable” means all the all the material/ services, which the Vendor/Selected bidder is required to supply to the NDMC under the Contract;

“LoA” means Letter of Award;

“Day” means calendar day;

“Week” means calendar week; **“Month”** means calendar month; **“Year”** shall mean the Calendar year.

Online Bid/Bid means formal offer made in pursuance of this tender in electronic format.

Applicable Law means the Contract shall be interpreted in accordance with the laws of India.

Client means the NDMC.

“Commencement/Operational Date” means the date **on** which the firm deploys the trained and experienced man-power which is **within 07 days** from the date of Execution/Signing of the Agreement, in accordance with the provisions of this Agreement, and such date shall be the date of Commencement of the Contract Period of the Agreement;

“Council” shall have the meaning attributed thereto in the array of Parties as set forth in the Recitals;

“Council Representative” means such person or persons as may be authorized in writing by the Council to act on its behalf under the Agreement and shall include any person or persons having Council to exercise any rights or perform and fulfil any obligations of the Council under the Agreement;

“Contract Period” means 03 years (36 months) period starting on and from the Commencement date.

“Cure Period” means the period specified in the Agreement/Tender for curing any breach or default of any provision of the Agreement by the Party responsible for such breach or default and shall:

- a. Commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default as specified in such notice; and
- b. Not relieve any Party from liability to pay Damages or compensation under the provisions of the Agreement.

Service Provider means the firm providing the solution under this contract as named in tender/ Technical specifications/scope of work.

Contract means the agreement entered into between the Client (NDMC) and the Service provider (Bidder), as recorded in the Contract Form signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein.

Contract/Bid Price means the price payable to the Service Provider under the Contract for the full and proper performance of all its contractual obligations.

Bidder’s Representative means the duly authorized representative of the SP, approved by the Client and responsible for the Service provider’s performance under the contract.

Financial Bid/Price Bid, or the Price Bid means the part of offer that provides price schedule.

Goods and Services mean the solution(s), service(s), materials or a combination of them in the context of the tender call and specifications.

Performance Security means on receipt of notification of award from the client, the successful bidder shall furnish the security in accordance with the conditions of contract, in the form acceptable to the Client.

Technically eligible and Technical Bid means that part of the offer that provides information to facilitate assessment, by NDMC, professional, technical and financial standing of the bidder, conformity to specifications etc.

Project Plan/Work Plan means the document to be developed by the Bidder and approved by the Clients, based on the requirements of the Contract and the preliminary project plan included in the Bidder's bid. Should the Project Plan conflict with the Contract in any way; the relevant provisions of the Contract shall prevail in each and every instance.

Specification means the functional and technical specifications or statement of work, as the case may be.

Tender Call or Invitation for Bids means the detailed notification seeking end to end solution.

Two Stage Bid/Two Bid System means the EMD Proof along with Technical Bids and the Financial Bid are submitted separately online only and their evaluation is sequential.

“GOI” or “Government” means the Government of India;

“Good Industry Practice” means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator encouraged in the same type of undertaking as envisaged under this agreement and which would be expected to result in the performance of its obligations by the Project Developer cum Licensee in accordance with the Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

“O & M” means the operation and maintenance of the Call Center and includes all matters connected with or incidental to such operation and maintenance and provision of services in accordance with the provisions of the Agreement;

“O & M Expenses” means expenses incurred by or on behalf of the firm (selected bidder), as the case may be, for all O & M including cost of salaries and other compensation to employees, maintenance and repair of all computer hardware and peripherals installed at the Call Center excluding expense on Telephone/PRI lines, electricity/water, furniture.

“Rs. or “Rupees” means the lawful currency of the Republic of India;

"Scope of the Project" shall have the meaning set forth in tender document.

“Service Levels” shall have the meaning as set forth in tender document.

“State” means the State of Delhi and “State Government” means the government of that State of Delhi;

“Taxes” means any Indian taxes including excise duties, custom duties, value added tax, sales tax, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Project charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever;

“Termination” means the expiry or termination of this Agreement and the Contract hereunder;

“Termination Notice” means the written communication issued in accordance with this Agreement by one Party to the other Party terminating the Agreement;

CHAPTER-III

BACKGROUND INFORMATION ON NDMC AND 24X7 CALL CENTER FUNCTIONING AND OPERATIONS

3.1 ABOUT NDMC

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. It is governed by a Council by a 13 Members. 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.

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 Rashtrapati Bhawan, 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.

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.

3.2 NDMC'S KEY RESPONSIBILITIES

1. Providing & maintaining basic civic amenities water, electricity, parking, roads etc.
2. To manage its own assets and collection of Property Tax and other dues and other fees.
3. Building regulation and encroachment removal,
4. Registration of Birth and Death
5. Construction, and maintenance of municipal markets and regulation of trades
6. Sanitation & Public Health, MSW collection and disposal, control of vector borne diseases.
7. Maintenance of public parks, gardens and recreational centers.
8. Regulate and check and prevent encroachments, unauthorized hawking.
9. Providing community centers, parks, baratghar on rental basis.
10. School Education.
11. Medical services.

3.3 NDMC's TRANSFORMATION INTO A SMART CITY

- 3.3.1 NDMC has been selected by the Ministry of Urban Development (MoUD), Government of India, as one of the 20 Smart Cities under the Smart City Mission. The vision for NDMC Smart City has been formulated based on the

strategic blueprint and the needs and aspirations articulated through the stakeholder consultations. **The vision of NDMC Smart City is – To Be The Global Benchmark of Capital City.** This vision is being realized by bringing the efficiency, transparency and accountability in the system along with the improvement in physical and social infrastructure having smart solutions using IT enabled hardware and applications. The easy access to NDMC civic services and useful information to citizen is another goal of municipal governance.

3.3.2 NDMC has started rendering multiple services through IT based e-governance platforms. NDMC has been one of the first cities to initiate Smart City projects, such as on-line payments for electricity-water bills, property taxes and other online services such as citizen complaint centers, hospital data of birth New Delhi Municipal Council's Smart Parking. NDMC is also taking big strides in moving to mobile platform for rendering citizen services.

3.3.3 NDMC currently provides integrated public services and information to citizens and tourists through a mobile cloud based **NDMC 311 CITIZEN App** since March 2016 which also has complaint registration and lodging features. The complaint registered on NDMC 311 app are auto-routed to concern officer by using Let-Long.

3.4 PRESENT SCENARIO OF USAGE OF 24x7 CALL CENTER IN NDMC

NDMC has a Central Helpline i.e. 1533 to Call and report any issues pertaining to lighting, water, sewage, garbage lifting, road conditions maintenance of civic services, encroachment, general enquires and information etc. A Citizen today has to call this number and report the issue. Issues reported by citizen through what's App or phone or NDMC 311 mobile app which are routed on to the CRM. The Call Centre staff assigns the complaints/action required to the NDMC staff through CRM which communicates to the another integrated Mobile App namely SMART CITY 311 Monitoring App/ Officers App used by NDMC officials linked to NDMC 311 Citizen App at citizen end. Assignment of a complaint received is made through CRM to designated officials on the SMART CITY 311 App. The call center then follows up with the concerned departments for status/updation at the call center through CRM and information to citizen is passed on to their mobile phone through alert as well as NDMC 311 citizen App. In both the mobile Apps the flow of information is captured along with the information such as lat-long and real time image. Basic MIS is available to check and analyses the calls received, remarks, time taken etc.

CHAPTER-IV**SCOPE OF WORK AND TERMS OF REFERENCE FOR OPERATING 24X7 CALL CENTER****4.1 Objectives**

The objective of operating call center is to provide instant information and management of citizen complaints from a central point by use of various communication and digital platforms on 24x7 basis to help NDMC in resolving the citizen grievances in the most satisfying ways and provide them the correct and accurate information about their queries.

4.2 Broad Scope of the Work:

It is proposed to have a centralized NDMC call center operating on 24x7 basis in 3 shifts of 08 hours each with 04 call agent/executives/operators in first shift, 03 call agents in second shift and 02 call agents in third shift (with two additional agents in the roaster duty plan) on all 365 days a year including National holidays along with one supervisor and one system administrator to support the operations at 24x7 call center. NDMC already has 24x7 call center setup with requisite physical infrastructure with computer hardware, software and communication lines.

4.3 Requirement of Manpower to operate the 24x7 call center

Sr. No.	Professional/Cost Head	Number
1	Call Center Operators/agents/executives	11
2	Call Center Supervisor	1
3	System Administrator	1

4.3.1 The two numbers of operator/executives will be used in roaster plan of shifts so that each operator/executives get one day off per week. The NDMC may engage additional numbers of executives/agents if need felt on pro-rata basis on same terms & conditions intimation of which will be given in advance.

4.3.2 The ratio of men to women staff should be maintained as roughly 60:40.

4.3.3 Call Centre shift timing shall be as follows:

Sr. No.	Shift timings on all 365 days	Number of seats/ operator/ agents/ executive per shift	Number of Supervisor and System Administrator
01	07:00 AM to 03:00 PM	04	1+1 (from 09:00 AM to 05:30 PM on all days)
02	03:00 PM to 11:00 PM	03	--
03	11:00 PM to 07:00 AM	02	--

4.3.4 The supervisor and System Administrator shall be attending the call center alternatively on Saturdays/Sundays/Holidays. The System administrator shall be available at the Call Centre during any emergency needs/urgent maintenance requirement.

4.3.5 The Call Centre staff shall be marking attendance through bio-matric devices provided by NDMC and log of which produce at the time of monthly payment.

4.4 Manpower Profile Requirement for Inbound and out bound Calling**4.4.1 Call Center Operator**

The profile of the CSAs should be as follows:

- i. Minimum qualification as graduate or equivalent in any stream.

- ii. Able to fluently speak, read and write in Hindi, English
- iii. Able to communicate confidently and politely, with good speaking skills
- iv. Experience of at least 01 years in a Call Centre or indirect selling/telemarketing in the service industry.
- v. Sound knowledge of CRM/Mobile app

4.4.2 Call Center Supervisor

The profile of the Team Leaders should be as follows:

- i. Must be a Graduate or equivalent
- ii. Able to fluent speak, read and write in Hindi and English
- iii. Able to communicate confidently and politely, with goods peaking skills
- iv. Experience of minimum 03 years in a Call Centre after graduation/equivalent
- v. Effective problem-solving and decision-makings skills.
- vi. Strong knowledge of Microsoft office (Word, Excel, PowerPoint etc)
- vii. Responsible for follow up all pending grievances through executive.
- viii. Responsible to prepare various MIS report as an when required.

4.4.3 System Administrator cum Database Administrator

- i. Should have Sound knowledge of LINUX Server Administration.
- ii. Should have Sound knowledge of IVR Server and Database.
- iii. Should have Sound knowledge of Database i.e. Oracle/My SQL/SQL Server.
- iv. Should have Sound knowledge of PRI/IVR and its integration.
- v. Able to generate MIS report as per requirement from frontend as well as backend
- vi. Should have Strong knowledge of Backup, Restoration, User Management & Updating of Database and Application.
- vii. Minimum of 01 year of experience in call center/IT establishment/IT firm/IT related assignment in a firm/organisation after the basic qualification of BCA/BSc./Diploma in computer applications/equivalent.

4.4.4 Other Desirable attributes of the personnel deployed at Call Center

- i. Call Center agents/operators shall handle the calls in Hindi or in English as the case may be. Although, there will be no provision of dedicated desks for each language, the Call Center Service Provider would have to deploy agents with fluency in English and Hindi languages.
- ii. After making an outgoing call, the agent shall welcome the caller and inform the caller that he or she is calling on behalf of NDMC ask the caller whether he/she would prefer to talk in Hindi, English.
- iii. In addition, the agent would also have good knowledge of computers so that he/she is able to record the feedback and other necessary details with clarity.
- iv. The Call Center Agent would be trained to have basic understanding about the services being provided by the various departments of New Delhi Municipal Council and the organisation structural of NDMC.
- v. The Call Center Agents would record the feedback received in a suitable format of CRM developed NDMC and will close the call. The information would be stored in the database and would be used for the purpose of further processing

- vi. The Call Center operator shall engage at least one supervisors and one administrator who would be fully conversant with all aspects of the Call Center processes and subject matter. These supervisors/administrator must attend all subject matter training arranged by NDMC. They should also be able to impart the basic subject matter training to new Call Center agents who have not yet attended subject matter training by the NDMC.

4.4.5 PROCESS DETAILS FOR THE NDMC CALL CENTER

- i. Call Center executive of NDMC receives complaints/queries by NDMC Citizens through various mode likewise 1533 toll-free phone line, NDMC Mobile app (NDMC 311) and other social media i.e. whatsapp, Facebook, twitter, NDMC website etc.
- ii. Handling customer queries, complaint, and request for information in Hindi and English languages.
- iii. After receiving the complaints through 1533 toll-free no, whatsapp, Facebook, twitter and Email than executives take proper details to registered the complaints on CRM and send the complaint ID number to the complainer by sms.
- iv. The complaints received a call center through various means are forwarded by call center executives to the concerned area officers/Department for quick resolution.
- v. In case of citizens lodges complaints through online mode i.e. NDMC 311 Mobile app and NDMC website the same complaints auto forwarded to concerned officers/Departments and complaints notifications/information also sent to the complainant.
- vi. The executives of call center closely monitor all pending complaints and take follow-up action for quick resolution.
- vii. After resolution provided/action taken on the complaint by the concerned officers of NDMC, the executives also confirm from citizens/complainants over phone.
- viii. Call center supervisor also closely monitor each complaint and give instructions to the executives for take follow-up action on all pending complaints on time bond manner.
- ix. Call center supervisor also send the report and complaints status to the all concerned HODs of NDMC.
- x. The Process operates 24x7
- xi. Three shifts are run in the call center to handle complaints and information request on 24 hours basis.
- xii. Process remain open on National Holidays also.
- xiii. Internal Security Mechanism is incorporated at call center.
- xiv. NDMC Data Security Exchange of information & software, E-Mail and media also kept secured.
- xv. All calls will be integrated through the NDMC, ACD (Automatic Call Distribution) and channeled depending on the criteria previously allocated
 - Customer segmentation
 - Call priority handling
 - Ideal agent
 - Number of rings
 - Longest time waiting, etc.

- xvi. Based on the above the customers will be either be; put on queue, listen to the prearranged greeting and/or the promotion on hand or will be automatically directed to the ideal agent immediately.
- xvii. The agent will firstly greet the citizen with a welcome greeting then take the and take the request call.
- xviii. If the call is an inquiry, the agent will be able to provide information relating to NDMC services/officer/schemes from the script/information available.
- xix. If the call is a complaint, the agent will register the information in the CRM and process the complaint, the citizen will be given the ticket/compliant id number, in case of any future disputes or complaints and in order to follow up.
- xx. After ensuring that the customer is satisfied with the outcome of the call, the agent will close the ticket and the system will update the client history record instantaneously.
- xxi. The agent will then wrap up the call with citizen.

4.5 Annual Maintenance required for a period of three (03) years for the following available and installed IT infrastructure at the 24x7 call center

Sr. No.	Hardware availability in NDMC Call Centre/Cost Head	Nos.
1	Desktop/Computers	10
2	Server/Database/Data mining	2
3	Networking points	10
4	Headsets	15
5	IVR Server	1
6	UPS 5KVA	1
7	Printer	1
8	Manage PRI line through IVR	1
9	Desktop UPS	10

The hardware are already installed and available at the call center of NDMC and are functional/working state. The repairs of hardware and its maintenance shall be the responsibility of the call center service provider/successful bidder. The maintenance include inter-alia replacing the non-functional/damaged items e.g. key-board, mouse, headphone, parts of desktop including hardware/peripherals, UPS battery replacement, Dialer Server maintenance. The call center service provider/firm shall be responsible for any theft/vandalism/damages of the hardware available in call center of NDMC.

4.6 CONTRACT PERIOD

The Contract for the operation and maintenance for Call Centre shall be awarded for a period of Three (03) years, which may be extended depending on the performance of the successful bidder and requirement of NDMC subject to the sole discretion of NDMC. However, if the performance of the Call Center Operators is not found to be satisfactory by NDMC, the contract

may be terminated by giving termination notice to the Call Center Operator/firm. The Call Center Operator shall provide all services specified in Technical Specifications/scope of work and in the bid in accordance with the highest standards of professional competence and integrity. NDMC reserves the right to require the replacement of any Call Center staff assigned to work on the site by suitable qualified staff, in the event that the staff concerned is determined to be incompetent or loses the confidence of NDMC.

CHAPTER-V

INSTRUCTIONS TO BIDDER & ELIGIBILITY CRITERIA

5.1 ONLINE PROPOSAL/BID SUBMISSION

The bidder is responsible for registration of the e-procurement portal (www.govtprocurement.delhi.gov.in) at their own cost. The bidders are advised to go through the e-procurement guidelines and instructions, as provided on the e-procurement website, and in case of any difficulty related to e-procurement process, may contact the helpline as provided on the website.

5.1.1 The mode of tender is online and shall be two bid/stage system

Technical bid

Financial Bid

The bidder has to technically qualify in terms of the basic minimum eligibility criteria for which the documents asked are required to be uploaded and to be produced if demanded. The bidders who technically qualify will only be eligible for financial bid opening. The lowest price bid shall be declared as L1/lowest bid for consideration of Award of Work.

5.1.2 The Bidder shall submit the proposals online as described below:

Pre-qualification and Technical Bid/ Proposal–Scanned copy in PDF file format, signed on each page &, with file name clearly mentioning: “PQ and Tech bid for Operation and maintenance of NDMC 24x7 call center

5.1.3 Financial Proposal/Price bid–submit online only

The Bidder shall submit its Technical and Financial bids in the form and manner specified in this tender document online.

5.1.4 Upon selection, the bidder shall be required to enter into an agreement with NDMC in the format specified in this tender document. The proposals submitted should have all pages numbered. It should also have an index giving page wise information of documents. Proposal that are incomplete or not in prescribed format will be summarily rejected.

5.1.5 Prices should not be indicated in the Pre-Qualification and Technical Proposals. All the columns of the quotation form shall be duly, properly and exhaustively filled in.

5.1.6 The Bidder is allowed to submit only one proposal against this Tender. The bidder has to submit the complete proposal not in part or for particular quantum of work, such proposal will automatically be disqualified without any intimation to bidder. Documents in support of eligibility must be enclosed with the tender. Offers without satisfying eligibility conditions will be out rightly rejected and no correspondence in this regard will be entertained.

5.1.7 Bidders are advised that the selection of successful firm shall be on the basis of an evaluation by NDMC through the Selection Process specified in this tender document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that NDMC's decisions are without any right of appeal whatsoever.

5.2 ELIGIBILITY CONDITIONS FOR FIRMS

Tenders of only those bidders who satisfy the Conditions of Eligibility, stated herein, will be considered for evaluation by NDMC.

The following eligibility criteria must strictly be fulfilled by the Bidder. The Bidder must submit documentary evidences in support of their claim for fulfilling the criteria. The bids received without the documentary evidences shall be rejected summarily. The condition from 1 to 6 mentioned below are mandatory to qualify technical bid, noncompliance of any condition shall lead to disqualification in Technical Bid:

5.3 BASIC ELIGIBILITY CONDITIONS FOR PRE-QUALIFICATION

Sl. No.	Basic eligibility Requirement	Description	Documents Required As part of the Technical Bid
1	General eligibility Requirement	i. The Bidder shall be a company/ firm incorporated in India under the (Indian) Companies Act 1956/2013 or a company incorporated under equivalent law abroad. ii. Consortium is not allowed. iii. Bidder should be having an active business in establishment & operation or operations of call center of at least 10 seats per shift in one call center in India for a minimum of last 03 (Three) years at least (period counted from the last date of submission of bid). The Bidder must have at least one office in Delhi/NCR region, which has been operational for the last one or more years. iv. Average Annual turnover from call center establishment and operations business of firm in the last three financial years (up to the last date of the bid submission) should be minimum of Rs. 32 Lakh. The Bidder shall enclose with its bid, certificate(s) from its Statutory Auditors stating its total revenues from call center establishment/ operating business during the 03 (three) financial year preceding the last date of bid submission of the bid. In the event that the Bidder does not have a statutory Auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Bidder.	Supporting documents required

2	Tax Registration	The Bidder should have a registered number of a. VAT/Sales Tax where his business is located. b. Service Tax c. c. Income Tax PAN	Copies of relevant(s) Certificates of Registration
3	Track Record	Bidder should not be black-listed by any Central / State Government / Public Sector Undertaking in India.	Declaration Regarding Clean Track in the format as per Annexure
4.	Work execution and Experience	Bidder should have experience of successfully executing/in progress the work of the establishment & Operation/ operations and maintenance of NDMC 24x7 call center in last three year preceding the last date of submission of bid document, as per the following: One similar works costing not less than the amount equal to Rs. 25.60 Lakh. or Two similar works each costing not less than the amount equal to Rs. 19.20 Lakh. or Three similar works each costing not less than the amount equal to Rs. 12.80 Lakh.	Copy of work order obtained or satisfactory completion report to be attached.

Note: Above scanned document must be submitted with bid document to fulfill the eligibility criteria.

5.4 ACKNOWLEDGEMENT BY THE BIDDER

It shall be deemed that by submitting the tender, the Bidder has-

- i. Made a complete and careful examination of the Tender Document
- ii. Received all relevant information requested from NDMC
- iii. Accepted the risk of inadequacy, error or mistake in the information provided in the document or furnished by or on behalf of NDMC or relating to any of the matters.
- iv. Agreed to be bound by the undertaking /agreement provided by it under and in terms hereof.

5.5 RIGHT TO REJECT ANY TENDER

- i. Notwithstanding anything contained in this tender document, NDMC reserves the right to accept or reject any tender and to annul the Selection Process and reject all Tenders, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. Without

prejudice to the generality of the clause, NDMC reserves the right to reject any Tender if- at any time, a material misrepresentation is made or discovered, or the bidder does not provide within the time specified by NDMC, the supplementary information sought by NDMC for evaluation of the Tender.

- ii. Misrepresentation/ improper response by the Bidder may lead to the disqualification.

5.6 CLARIFICATIONS TO QUERIES

Bidders requiring any clarification on the tender may send their queries to NDMC in writing through e-mail so as to reach before the pre-bid meeting date mentioned in the Schedule of Tender Process.

- a. NDMC shall endeavor to respond to the queries within the period specified therein. NDMC will post the reply to all such queries on e-tendering portal website.
- b. NDMC reserves the right not to respond to any query or provide any clarifications, in its sole discretion, and nothing in this clause

5.7 AMENDMENT TO TENDER DOCUMENT

At any time prior to the deadline for submission of Tender, NDMC may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the tender document by the issuance of Addendum/ Amendment and posting it on e-tendering portal. In order to give the Bidders a reasonable time for taking an amendment into account, or for any other reason, NDMC may, in its sole discretion, extend the last date of bid submission.

5.8 NON -TRANSFERABLE BID

Neither the contract nor any rights granted under the contract may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the bidder, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect. The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract.

5.9 DEVIATIONS

The bidder should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original tender documents. If the bidder has any observations, the same may be intimated before the pre-bid meet. Bidders are advised not to make any corrections, additions or alterations in the original tender documents. If this condition is not complied with, tender is liable to be rejected.

5.10 LAST DATE OF SUBMISSION OF BID

The bid duly filled must be received by NDMC at the address specified not later than the date and time mentioned in the Tender Schedule. Bid received later than the deadline prescribed for submission of tender by NDMC will be rejected.

5.11 WITHDRAWAL OF BID

No Tender can be withdrawn after submission and during bid validity period.

Submission of a bid by a bidder implies that he had read all the tender document including amendments if any, visited the site and has made himself aware of the scope of Work to be executed and other factors having any bearing on the execution of the Work.

5.12 CLARIFICATION OF THE BID

To assist the examination, evaluation and comparison of the Bids, NDMC may at its discretion ask the bidders for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on the bidder.

5.13 CANVASSING

No bidder is permitted to canvass to NDMC on any matter relating to this tender. Any bidder found doing so may be disqualified and his bid may be rejected.

5.14 PROCESS OF SUBMISSION OF BID DOCUMENTS

- i. Bidders shall submit the technical tender online at <https://govtprocurement.delhi.gov.in> on or before tender due date/last date of bid submission. Bidders should have valid class II Digital Signature Certificate (DSC) obtained from certifying Authorities.
- ii. The Technical bid shall not include any financial information relating to the Financial Tender. In case financial bid is given with technical bid documents it shall be summarily rejected.
- iii. The Bidder shall provide all the information sought under this tender document, NDMC would evaluate only those Tenders that are received in the specified forms/formats/annexures/appendices and complete in all respects and within the submission date and time. The tenders shall be submitted online only.
- iv. The format/documents /figures shall be typed or written in indelible ink and signed by the authorized signatory of the bidder and then uploaded. All the alterations, omissions, additions, or any other amendments made to the Tender shall be initialed by the person(s) signing the Tender. The Tenders must be signed by the authorized signatory (the "Authorized Signatory").
- v. Bidders should note the tender due date (last date of submission of the bid), as specified in the tender schedule, for submission of Tenders. Except as specifically provided in this tender, no supplementary material will be entertained by NDMC, and that evaluation will be carried out only on the basis of Documents submitted online by the closing time of tender due date. Bidders may be asked to provide additional material information or documents or technical presentations subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

5.15 While submitting the bid, it may be noted that:

- i. In case, the day of bid submission is declared Holiday by Government of India, the next working day will be treated as day for submission of bids. There will be no change in the timings.
- ii. Ambiguous bids will be out rightly rejected.
- iii. NDMC will NOT be responsible for any delay on the part of the vendor in submission of the tender bids.
- iv. The offers submitted by telegram/ fax/ E-mail etc. shall NOT be considered. No correspondence will be entertained on this matter.
- v. Conditional tenders shall NOT be accepted on any ground and shall be rejected straightway.
- vi. When deemed necessary, NDMC may seek clarifications on any aspect of their bid from the agency. However, that would not entitle the agency to change or cause any change in the substance of the tender submitted or price quoted. This would also not mean that their quote has been accepted.
- vii. No enquiry shall be made by the bidder during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder. However, the Committee/its authorized representative and office of NDMC can make any enquiry/seek clarification from the bidders, which the bidders must furnish within the stipulated time else bid of such defaulting bidders will be rejected.

5.16 BID EVALUATION PROCES

NDMC shall open the Technical bid on the tender due date as specified in Tender Schedule in the presence of the Bidders who choose to attend. The Technical bid shall be opened first.

After the technical evaluation, NDMC shall open the financial bid only technical qualified bidders.

5.17 BID EVALUATION COMMITTEE

The bid evaluation committee constituted by NDMC shall evaluate the bids. This may involve the representations from field and/or other department's experts. The decision of the bid evaluation committee in the evaluation of the Technical and Commercial bids shall be final.

5.18 PRE-QUALIFICATION EVALUATION

Pre - qualification bid documentation shall be evaluated as under:

- a. The evaluation committee will check if the bidder has deposited the EMD along with the Technical Proposal and the same are found to be in order.
- b. The documentation furnished by the bidder will be examined prima facie to see if the firm's capacity, skill base and other Bidder attributes as claimed therein are consistent with the needs of this project.
- c. NDMC may ask bidder(s) for additional information, and/or arrange discussions with their professional, technical resource to verify claims made in bid documentation. If the bidder fails to submit the additional supporting documents, the bid shall be rejected.
- d. TEST OF RESPONSIVENESS: The initial criteria of fulfilling the basic eligibility and experience of similar class/nature of works completed and

financial turn over etc. as given above under eligibility criteria will first be scrutinized and the applicant's eligibility for the work shall be determined.

- e. NDMC shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionally or reservation. If a bid is not substantially responsive, it shall be rejected by the NDMC. In case of tenders containing any conditions or deviations or reservations about contents of tender document, NDMC may ask for withdrawal of such conditions/deviations/reservations. If the bidder does not withdraw such conditions/deviations/ reservations, the tender shall be treated as non-responsive. NDMC decision regarding responsiveness or non- responsiveness of a tender shall be final and binding.
- f. NDMC reserves the right to verify all statements, information and documents, submitted by NDMC in response to the tender. The lack of such verification by NDMC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of NDMC there under.
- g. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet issued LOA and if the selected bidder has already been issued the LOA or has entered into the agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this tender, be liable to be terminated, by a communication in writing by NDMC without NDMC being liable in any manner whatsoever to the Selected Bidder.

5.19 FINANCIAL/PRICE BID EVALUTION

- i. The Financial Tender shall be submitted online and digitally signed in the formats at **ANNEXURE I** (the **“Financial PROPOSAL/FINANCIAL BID/PRICE BID”**) clearly indicating the total cost of the Work-, in Indian Rupees. In the event of a difference between the arithmetic total and the total shown in the Financial Tender, the lower of the two shall prevail. Financial Bid comprising of the Price Bid to be uploaded on e-Tender Portal Govt. of GNCT Delhi in the prescribed format.
- ii. The financial bid of the only technically eligible and qualified firm / bidder shall be opened. The bidders who technically qualifies will only be eligible for financial bid opening. **The lowest price bid shall be declared as L1/lowest bid for consideration of Award of Work.**
- iii. All charges including administrative cost, monthly salaries/ wages and benefits to the staff, AMC and taxes, if any (Service Tax excluded in the

price bid) to be included in the price bid. No other charges will be payable to the L-1 bidder other than the mentioned in the price bid.

- iv. While submitting the Financial Tender, the Bidder shall ensure the following:
 - a. The total amount indicated in the Financial Bid shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Tender, it shall be considered non-responsive and liable to be rejected.
 - b. All applicable taxes/levies shall be **INCLUDED** in the financial bid and calculated as per applicable laws **except the service taxes which are payable by NDMC separately**. All payments to firm shall be subject to deduction of taxes at source as per Applicable Laws. It is the responsibility of the bidder to clearly identify all costs associated with any services as per the Tender Document and submit the total cost in the Financial Bid.
 - c. That the “Contractor/Service Provider” shall account for the Minimum Wages, fringe benefits and administrative Charges/professional charges as well as the maintenance charges as per the rate quoted in the price bid.
 - d. Prices quoted will be firm for the period of One Year.

5.20 CONTRACT FINALIZATION AND AWARD CRITERIA

- i. NDMC notify the selected bidder, through a Letter of Award (LoA), that its bid has been accepted. The letter of award will be accompanied by the proforma for contract, incorporating all agreements between the parties.
- ii. Within 07 (seven) days of issue (LoA) of the Letter of Award, the successful Bidder shall sign the contract and the selected bidder will deploy the man-power/call agents and supervision/system administrator within 07 (seven) days of signing the agreement, failing which the LoA/Work order will be liable for cancellation.

5.21 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising NDMC in relation to matters arising out of, or concerning the Selection Process. NDMC shall treat all information, submitted as part of the Tender, in confidence and shall require all those who have access to such material to treat the same in confidence. NDMC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or NDMC or as may be required by law or in connection with any legal process.

5.22 VALIDITY OF THE RESPONSE TO TENDER DOCUMENT

The Bidder shall submit the response to Tender Document which shall remain valid up to 90 days from the last date of submission of response to Bid Document. NDMC reserves the right to reject any response to Tender Document which does not meet the mentioned validity requirement. NDMC may solicit the bidders' consent to an extension of the validity period of the bid. The request and the response shall be made in writing.

5.23 RIGHT OF NDMC TO REJECT A BID

NDMC reserves the right to reject any or all of the responses to Tender Document or cancel the Tender Document without assigning any reasons whatsoever and without any liability.

5.24 BIDDER TO INFORM HIMSELF

- i. The bidder shall be deemed to have satisfied himself about the detailed job content, the conditions and circumstances affecting the contract prices and the possibility of executing the works as shown and described in this tender.
- ii. The bidder is also required to submit the information in the Annexure/ format annexed to this tender documents.

5.25 As per CVC guidelines every bidder has to submit the signed Integrity Pact format given at **Annexure-IV** with technical bid. It may be noted that without signed Integrity Pact, the bid will be rejected.

5.26 The bidder should upload the copies of documents/information, annexures duly indexed and numbered for easy reference.

5.27 All annexures duly filled in from I to IV and forms 'A to E' in Annexures V to be uploaded with the technical bid. (Price bid to be uploaded separately and not with technical bid document)

CHAPTER-VI

GENERAL TERMS AND CONDITION OF THE AGREEMENT

6.1 AWARD OF WORK AND EXECUTION OF AGREEMENT

After selection of the bidder, a Letter of Award (the "LOA") for Operation and Maintenance of NDMC 24x7 call center for a period of three (03) years shall be issued, in duplicate, by NDMC to the Selected Bidder and the Selected Bidder, within 07 (seven) days of the receipt of the LOA, shall execute an Agreement as prescribed in this tender after furnishing 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.

6.2 DEPLOYMENT OF MAN-POWER AT CALL CENTER

The selected bidder shall deploy the man-power at NDMC 24x7 call center as per the Scope of the Work in the Tender Document. If the selected bidder fails to either sign the Agreement or deploy the man-power, the Bid Security of the selected Bidder shall be forfeited.

6.3 EXTENSION OF COMPLETION PERIOD

In case the Operation and maintenance of NDMC 24x7 call center mentioned in the tender document mentioned is not successfully deployed within seven (07) days of the execution of the agreement, then an extension of 15 days may be granted subject to recovery of liquidated damage @ 0.5% per week. The failure on part of bidder to deploy successfully the man-power described in the tender even after the expiry of the 15 days extension, shall lead to cancellation of the work order, contract agreement and forfeiture of performance security.

6.4 LIQUIDATED DAMAGES

If the service provider fails to deliver 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 deployment of man-power at call center or unperformed service for each and every week (part of a week being treated as a full week) of delay until actual deployment of man-power, up to a maximum deduction of 10% (Ten percent) of the total contract price.

6.5 Verification of the Qualifications and assessment of capabilities (fluency of Hindi and English languages of the Call Agents) Supervisor and system administrator and call agents/operators

The NDMC shall have the right to verify the documents pertaining to qualification and experience of the Call Agents, Supervisor and system administrator and if not satisfied the service provider shall immediately replace with them requisite qualification, experience and capabilities without any cost

to NDMC. The service provider shall provide the call operator and supervision having fluency in spoken Hindi and English languages.

6.6 USE OF CONTRACT DOCUMENT AND INFORMATION

The Bidder/Supplier shall not, without the NDMC prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the NDMC in connection therewith, to any person other than a person employed by the Bidder in the Performance of the Contract.

6.7 SERVICE LEVEL STANDARD AND PENALTY DEDUCTION

- i. The successful bidder/firm is required to maintain the following service levels, breaches of which shall attract penalties at the rate mentioned. The penalty will be recovered from the monthly bills payable to the firm or from the security deposit of the firm available with NDMC.

S. No. (1)	Service Level (2)	Description of breaches of Service Level (3)	Penalty to be imposed in Rupees (4)
1	Misbehavior/Misconduct at the Call Center staff deployed by the firm	For misbehaving on part of call center staff penalty will be imposed on each occasion and habitual offenders shall be removed by the department.	Rs. 500/- on each occasion
2	Punctuality at Call Center	<p>Non availability of a Call Centre Executive/ operator/ agent in the shifts</p> <p>1. Non availability upto one hour</p> <p>2. Non availability upto two hours</p> <p>3. Non availability for more than two hours</p> <p>4. Non availability for full shift time of 08 hours</p>	<p>Rs. 200/- upto one hours Non availability</p> <p>Rs. 350/- upto two hours Non availability</p> <p>Rs. 450/- for more than two hours Non availability</p> <p>Rs. 500/- for full shift time of 08 hours Non availability</p>
3		Non availability of Technical Manpower/ system administrator at the call center for more than during the office hours of NDMC	Rs. 700/- per day
4		Non availability of Team Leader/Supervisor during the office hours of NDMC	Rs. 700/- per day

5	Dialer Server maintenance	Downtime of upto one hour Downtime of more than 01 hours	Rs. 1,500/- upto one hour Rs. 2,000/- upto one hour
6	Maintenance of call center hardware	05 hours resolution time failing which penalty will be imposed	Rs. 1,000/- beyond 05 hours and upto one day (24 hours) non-attendance to the maintenance Rs. 2,000/- per day beyond 24 hours delay in maintenance

Note: In case of total deductions on account of breaches of service level agreement (SLA) are more than Rs. 1 Lakh per month for 3 consecutive months period, NDMC may terminate the Contract and shall forfeit the BG/Performance Guarantee without any notice.

6.8 AMENDMENTS

No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

6.9 PAYMENT TERMS

- a. That the “Contractor/Service Provider” shall submit its bills for the Quarterly reimbursement of Minimum Wages, Fringe Benefits and Administrative Charges/professional charges as well as the maintenance charges for quarter as per the rate quoted in the price bid plus Service Charges by the 10th working day of the following month to the IT Department/any designated department. The bills will be paid to the “Contractor/Service Provider” within 15 days of submission. All applicable taxes will be deducted at source.
- b. The “Contractor/Service Provider” will maintain a register on which day to day deployment of personnel will be entered and bio-metric attendance log. While raising the bill, this should be shown, based on which the supervisory staff/representative of NDMC will verify the bill.
- c. These records must be preserved by the firm till next financial year, even if the contract period is over.
- d. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the Department from the agency.
- e. Final bill shall be paid within 90 days after submission of the final bill by the Contractor/Service Provider.
- f. That the “Contractor/Service Provider” shall provide additional personnel as and when required by the “NDMC” on the same rates, terms and conditions as mentioned in this agreement.
- g. Payment may be released after successful completion of each quarter.

6.10 PERFORMANCE SECURITY DEPOSIT

Performance Security/ Performance Bank Guarantee (PBG) towards Security: The Performance Security/ Guarantee will be in the form of an unconditional, irrevocable and on-demand bank guarantee issued in favour of the NDMC in the format appended to the tender at **ANNEXURE-III**

- i. The Performance Security/ Guarantee shall be for an amount equal to 10% (Ten per cent) of the total value of the Contract (tendered/bid amount) and shall be released after Six (06) months of successful completion of the project subject to realization of liquidity damages if any.
- ii. All charges whatsoever such as premium, commission, etc. with respect to the BG shall be borne by the bidder. The BG shall be valid for a period of 42 months from the date of signing of agreement and should be in the standard format prescribed by Reserve Bank of India. Also, the same shall be extended to the extent that it remains valid for at least 3 months after the expiry of the contract.
- iii. The bidder will also be required to further extend the BG, in case the NDMC extends the contract, to an extent that the BG is valid for a minimum of 6 months after the expiry of the Contract.
- iv. The extended BG in all the above cases shall be submitted at least 3 months before the expiry of the previous BG, failing which, NDMC reserves the rights to terminate the contract, and forfeit the BG.

6.11 APPLICABLE LAW

This Contract including the Contract Documents shall be governed by and construed in accordance with the laws of India and the Delhi Courts shall have jurisdiction in this regard.

6.12 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 deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- v. If the service provider/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.
- vi. 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.

- vii. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract – operation and maintenance of Call Centre even after grant of extension, the NDMC reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the NDMC may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.
- viii. NDMC reserves the right to recover any dues payable by the 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.

6.13 CONSEQUENCES OF TERMINATION

In Circumstances mentioned above the Tendering Authority may forfeit the security deposit /Guarantee.

6.14 NOTICES ON DEFAULT

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by email and confirmed in writing to the other party's last recorded address. A notice shall be effective when delivered or tendered to other party whichever is earlier.

6.15 TERMINATION FOR INSOLVENCY

NDMC may at any time terminate the Contract by giving written notice to the Bidder/firm/service provider, if the Bidder becomes bankrupt or otherwise insolvent as declared by the competent court. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the NDMC.

6.16 FORCE MAJEURE

- 6.16.1 Notwithstanding the provisions of tender, the Successful Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 6.16.2 For purpose of this clause, "Force majeure" means an event beyond the control of the Successful Bidder and not involving the Successful Bidder's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by NDMC and its decision shall be final and binding on the Successful Bidder and all other concerned.
- 6.16.3 In the event that the Successful Bidder is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligation force majeure period. In the event that such force majeure extends beyond six months, NDMC has the right to terminate the contract in which case, the PBG shall be refunded to him.

- 6.16.4 If a force majeure situation arises, the Successful Bidder shall notify NDMC in writing promptly, not later than 14 days from the date such situation arises. The Successful Bidder shall notify NDMC not later than 3 days of cessation of force majeure conditions. After examining the cases, NDMC shall decide and grant suitable additional time for the completion of the Work, if required s during the force majeure period. In the event that such force majeure extends beyond six months, NDMC has the right to terminate the contract in which case, the PBG shall be refunded to him.
- 6.16.5 If a force majeure situation arises, the Successful Bidder shall notify NDMC in writing promptly, not later than 14 days from the date such situation arises. The Successful Bidder shall notify NDMC not later than 3 days of cessation of force majeure conditions. After examining the cases, NDMC shall decide and grant suitable additional time for the completion of the Work, if required.

6.17 DISPUTE RESOLUTION AND ARBITRATION

- 6.17.1 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.
- 6.17.2 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.
- 6.17.3 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.

6.18 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

6.19 SUCCESSFUL BIDDER LIABILITY

Successful Bidder hereby accepts full responsibility and indemnifies NDMC and shall hold NDMC harmless from all acts of omissions and commissions on the part of the Successful Bidder, his agents, his sub contactors and employees in execution of the work. The Successful Bidder also agrees to defend and hereby undertakes to indemnify NDMC and also hold him harmless from any and all claims arising out of or in connection with the performance of the work under the Letter of Award.

6.20 INDEMNITY AND INSURANCE

The bidder shall indemnify and make harmless the owner or the Officers, their agents or employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature

and description brought or recovered against him or the owner by reason or any act or commission of the said bidder, his agents or employees in the execution of the work. An indemnity bond to this effect will be submitted by the bidder before start of work.

6.21 RESPONSIBILITY & LIABILITY FOR THE MAINTENANCE AND OPERATIONS

The service provider/firm shall assume full responsibility and liability for the maintenance and operation of call centre and facilities and shall indemnify and hold NDMC harmless from all liability and expense on account of any and all damages, claims or actions, including injury to and death of persons, arising from any act, accident or omission in connection with or arising out of the installation, presence, maintenance and operation of call centre.

The Successful Bidder will abide by the statutory norms/Govt. rules prevalent in India and will free NDMC from all demands or responsibilities the cause of which is the Successful Bidder's negligence. The Successful Bidder will pay all indemnities arising from such incidents and will not hold NDMC responsible or obligated.

6.22 CONTROL AND POSSESSION

The service provider/firm shall be deemed to be in control and possession of the equipment necessary for the proper and normal operation of the call centre.

6.23 CONFIDENTIALITY OF NDMC DATA

The Successful Bidder will treat as confidential all data and information about NDMC, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of NDMC.

6.24 GOVERNING LANGUAGE

The contract shall be written in English language, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

6.25 LIMITATION OF LIABILITY

The aggregate liability of the Successful Bidder to NDMC, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price/Value provided, however, that this limitation shall not apply to any liability for damages arising from: Willful misconduct, or Indemnification against third party claims; or Gross Negligence.

Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.

6.26 TAXES AND DUTIES

All Taxes/Service Tax/levies excluding as applicable.

6.27 SEVERABILITY

It is stated that each paragraph, clause, sub-clause, schedule or annexure of this contract shall be deemed severable & in the event of the unenforceability of any paragraph, clause sub-clause, schedule or the remaining part of the paragraph, clause, sub-clause, schedule annexure & rest of the contract shall continue to be in full force & effect.

6.28 COUNTERPARTS

This contract may be executed in one or more counterparts, each of which shall be deemed an original & all of which collectively shall be deemed one of the same instrument.

6.29 RIGHTS & REMEDIES UNDER THE CONTRACT ONLY FOR THE PARTIES

This contract is not intended & shall not be construed to confer on any person other than NDMC & Successful Bidder hereto, any rights and / or remedies herein.

6.30 COMPLIANCE WITH LABOUR LAWS

The Concessionaire shall abide by and comply with all the applicable labour laws and statutory requirements, including ESI, Minimum Wages Act 1948, Payment of Wages Act 1936, Contract Labour (Regulation & Abolition) Act 1970, Employees' Provident Funds and Miscellaneous Provisions Act 1952 etc. That the Contractor/Service Provider/Firm shall pay wages (not less than the minimum wages) to its employees **through ECS** within the time stipulated under the provisions of Minimum Wages Act, Govt. of NCT of Delhi.

6.31 INTERPRETATION OF THE CLAUSES

In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, the Tendering Authority's interpretation of the clauses shall be final and binding on all parties.

6.32 BOOKS & RECORD

Call Centre Operator/service provider shall maintain adequate books and records/reports in connection with Contract and shall make them available for inspection and audit by NDMC any appointed third party until expiry of the performance guarantee. Call Center Operator shall maintain duty roaster and daily attendance record (bio-metric attendance log as well as physical register) of the Call Centre Agents in the NDMC Call Centre. Supplier shall also maintain a downtime logbook to record downtime of each equipment/facility in the Call Centre like telephone instruments, IVRS equipment, Computers, Server, UPS, Headphone sets, incoming/outgoing telephone connections etc. The format of the registers/ logbooks would be finalized in consultation with NDMC. If upon inspection of the Call Centre by NDMC or their authorised representative any equipment/ facility is found to be faulty or non - operational and no corresponding entry is found in the logbook specifying the date & time, the same equipment/facility would be considered to be faulty or non -operational penalty would be imposed as per service level agreement for the deficiency of service. Call Center Operator shall send certified copies of the duty roaster, attendance record and downtime logbook

for each month for the NDMC at the end of the month and copy also at the time of quarterly bill payments.

ANNEXURE-I**FINANCIAL/PRICE BID SCHEDULE**

Financial/Price Bid Format to be submitted online through e-Tendering Portal only

Item (1)	Qty. (2)	(Unit in months) (3)	Unit Rate (X) (in Rs.) (4) for each month	Total Amount (in Rs.) (5) = Column (2) Multiplied by Column (3) Multiplied by Column (4)
Call Center Operators (agents/executives) (11 Persons)	11	36 Months		
Supervisor (01 Person)	01	36 Months		
System Administrator (01 Person)	01	36 Months		
AMC Cost (As per para 4.5 of Chapter 4 of the tender document)	01	36 Months		
Total Amount (All Taxes/levies included as applicable) Excluding Service Tax				

Note: All charges including administrative cost, monthly salaries/ wages and benefits to the staff, AMC and taxes, if any (Service Tax excluded in the price bid) to be included in the price bid. No other charges will be payable to the L-1 bidder other than the mentioned in the price bid.

Authorized Signature**Name and Designation of Signatory:****Name of Firm:** _____**Address:** __________

ANNEXURE-II

CONTRACT AGREEMENT

This Agreement is made on this between M/s **Firm name.....** having its registered office at **Address of the Firm** through its **Designated Officer with name.....**, (hereinafter called the Supplier which expression shall mean and include its successor, assignees and nominees) of the one part and New Delhi Municipal Council(NDMC), Palika Kendra, Sansad Marg, New Delhi through its Director (IT) Shri(hereinafter called the Council) of the other part.

Whereas the Council under consideration of the offer made for made pursuant to the NIT No..... agreed to allow the Supplier Firm to execute the work of Operation and maintenance of NDMC 24x7 call center vide work/supply order no. **Work order no. with date.....** as per the terms and condition of the bid document.

Whereas each of the documents mentioned herein has been signed by and on behalf of the parties hereto called for purposes of identification and shall be treated as part of this agreement. Now it is hereby agreed by and between the parties as follows:

1. The Supplier Firm (The successful bidder who has been issued the letter of Award (LoA dated.....) shall upon and conditions shown in the NIT and the work/supply order and any other correspondence exchanged between the parties, annexed here to and which form part of this agreement, execute and complete the work so shown and described in the above said documents including the tender document.
2. The Supplier shall deposit a Cash Security/Bank Guarantee equal to 10% of the approximate value of the work/supply ordered. The earnest money deposited shall be adjusted towards security money.
3. That the goods/services which shall be confirming with the quality and specifications given in the work/supply order and sample shown to, shall be delivered to the officer In-charge, IT Department, NDMC, New Delhi free of charge.
4. That the /services goods shall be delivered strictly within the period specified in the work/supply order/tender and the time is the essence of the contract. If the supplier fails to deliver the services or any instalment thereof within the period fixed for such deliveries, the Council shall have the right to arrange the supply/services from elsewhere in the risk and cost of the supplier. However, in cases of genuine difficulty, extension of time may be allowed by the Council shall recover from the Supplier as liquidated damages and not by way of penalty, a sum equivalent to half percent (0.5%) of the price bid for the services which the supplier fails to deliver within the specified **Delivery Period/execution (as per work order)/tender T&C.....** of the expiry of the prescribed delivery period of the undelivered goods/services for every 07 seven days or part thereof. The liquidated damages in any case will not exceed 10% of the contract price or undelivered portion of supply.

5. That in case the goods/service ordered do not conform with the quality and specifications given in the work/supply order and not delivered within the stipulated period, Director (IT), NDMC shall have the right to reject all or any part of the goods/services so offered and whose decision in this respect shall be final and binding.
6. That in case the Supplier is not willing to execute the order or breaches any terms and conditions of the contract/agreement, Council may not only forfeit part or whole of security deposited, but shall have the option to purchase or procure services from another source/supplier and recover the difference in the price actually paid and that payable to the tenderer/quotation firm. That in the event of any dispute arising between the parties, the same shall be referred to the sole arbitration of the Chairperson, NDMC or any officer appointed by him or her in this behalf, whose decision shall be final and binding on the parties.
7. The Terms and conditions of the Bid/tender documents have been agreed upon by both the parties and signed and added to this agreement.

In witness whereof the parties have hereinto set and subscribed the hands and seals on the date, month and year first above written.

**For and on behalf of Council
Director (IT)**

Witness:

For and on behalf of Tenderer/Quotation Firm

- 1.
- 2.

Signature and Capacity with Seal

ANNEXURE-III

BANK GUARANTEE FORMAT
(On Rs. 100/- non- judicial stamp paper)

1. In consideration of the New Delhi Municipal Council, Palika Kendra, Parliament Street, New Delhi – 110001, (hereinafter called 'the council') having agreed to exempt **M/s Firm name with address** (hereinafter called the said 'Contractor/(s)/Service Provider' from the demand, under the terms and conditions of work order No. _____ Dated _____ made between New Delhi Municipal Council and **M/s Firm name** for the **Name of work** (hereinafter called 'the said Agreement') of security deposit for the due fulfillment by the said Contractor(s)/Service Provider of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs. _____ (Rupees _____ Only) we, **Bank name with address, (Indicate the name of Bank)** (hereinafter referred to as 'the bank') at the request of **M/s Firm name**, Contractor(s)/Service Provider do hereby undertake to pay to the Council an amount not exceeding of Rs. _____ (Rupees _____ Only) on demand by Council.
2. We, Bank name, do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Council stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s)/Service Provider. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).
3. We undertake to pay to the Council any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) /Service Provider in any suit or proceedings pending before any court or Tribunal relating thereto, our liability under this present being, absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment hereunder and the Contractor(s) /Service Provider shall have no claim against us for making such payment.
4. We, Bank name with address, further agree that the guarantee herein contained 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 to be enforceable till all the dues of the Council under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till person-in-charge on behalf of the Council certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) /Service Provider and accordingly discharges this guarantee, or till 66 months from the date of execution of agreement whichever is earlier.
5. We, Bank name with address, further agree with the Council that the Council 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 Agreement or the extend time of performance by the said Contractor(s) /Service Provider from time to time or to postpone for any time or from time to time ant of the powers exercisable by the Council against the said Contractor(s)/Service Provider and to forebear or enforce any of 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 Contractor(s)/Service Provider or for any forbearance, act or omission on the part of the Council or any indulgence be the Council to the said Contractor(s)/Service Provider or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to change in the constitution of the bank or the Contractor(s)/Service Provider.
7. We, Bank name with address, lastly undertake not to revoke this guarantee except with the previous consent of the Council in writing.
8. This Guarantee shall be valid up to _____ unless extended on demand to be made by the Council. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us with in six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee, shall stand discharged.
9. The BG shall be extended in case the NDMC extends the contract, to an extent that the BG is valid for a minimum of 6 months after the expiry of the Contract.
10. The extended BG in all the above cases shall be submitted at least 3 months before the expiry of the previous BG, failing which, NDMC reserves the rights to terminate the contract, and forfeit the BG.

Dated the _____ day of _____ 20_____

For _____

(Indicate name of Bank)

ANNEXURE-IV

INTEGRITY PACT AGREEMENT

As per CVC guidelines every bidder has to submit the attached signed integrity pact format with technical bid, without signed integrity pact the bid will be rejected. This signed format would be part of agreement and successful bidder will be bound to sign the integrity pact agreement again in Rs. 100/- non judicial stamp paper. (As per given annexure 'A')

PRE-CONTRACT INTEGRITY PACT Annexure 'A' 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 New Delhi Municipal Council acting through Shri _____, The director (hereinafter called the "Principal/Owner", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____ (hereinafter called the Bidder(s)/Contractor(s) /Service Provider which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

Whereas the Principal/Owner proposes to procure (Name of work.....) through the Bidder(s)/Contractor(s)/Service Provider and the Bidder(s)/Contractor(s)/Service Provider is willing to offer / has offered the same.

Whereas the Bidder(s)/Contractor(s) /Service Provider is a private company/public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Principal/Owner is the municipal government of New Delhi established as per NDMC 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 Principal/Owner to procure the desired said work/ Services/ Stores / Equipment 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)/Service Provider 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 Principal/Owner will commit to prevent corruption, in

any form, by its officials by following transparent procedures.

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

1. Commitments of the Principal/Owner

- 1.1 The Principal/Owner undertakes that no official of the Principal/Owner, 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) /Service Provider, 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 The Principal/Owner will, during the pre-contract stage, treat all Bidder(s)/Contractor(s) alike, and will provide to all Bidder(s)/Contractor(s) /Service Provider the same information and will not provide and such information to any particular Bidder(s)/Contractor(s) /Service Provider which could afford an advantage to that particular Bidder(s)/Contractor(s) in comparison to other Bidder(s)/Contractor (s) /Service Provider.
- 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.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder(s)/Contractor(s) to the CVO, NDMC with full and verifiable facts and the same is prima facie found to be correct by the NDMC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 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.

2. Commitments of Bidder(s)/Contractor(s) /Service Provider

- 2.1 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 or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 2.2 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 the Principal/Owner, connected directly or indirectly with the

bidding process, or to any person, organization or third part related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 2.3 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 the Principal/Owner or otherwise in executing 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 New Delhi Municipal Council for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the New Delhi Municipal Council.
- 2.4 Bidder(s)/Contractor(s) shall disclose the name and address of agents/Brokers/representatives/Intermediaries and Indian Bidder(s)/Contractor(s) shall disclose their foreign Principals or associates at the time of bidding.
- 2.5 Bidder(s)/Contractor(s) shall disclose the payments to be made by them to such agents/brokers/representatives/ intermediaries, in connection with this bid/contract at the time of bidding.
- 2.6 **Deleted**
- 2.7 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 agents, brokers or any other intermediaries in Connection with the contract and the details of services agreed upon for such payments. A copy of contract so made with agents /brokers/intermediaries shall be submitted.
- 2.8 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.
- 2.9 The Bidder(s)/Contractor(s) will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.
- 2.10 The Bidder(s)/Contractor(s) shall not use improperly, for purposed of competition or personal gain, or pass on to others, any information provided by the Principal/Owner as part business relationship regarding plans, technical tenders 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.
- 2.11 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, either to principal/owner or to IEMs so appointed by NDMC.

- 2.12 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13 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 the Principal/Owner, or alternatively, if any relative of an officer of the Principal/Owner 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.
- 2.14 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 the Principal/Owner.

3. Previous Transgression

- 3.1 The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last Five 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 New Delhi Municipal Council that could justify Bidder(s)/Contractor(s) exclusion from the tender process.
- 3.2 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.

4. Deleted

5. Sanctions for Violations

- i. 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 Principal/ Owner to take all or any one of the following actions, wherever required:-
- ii. To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the Bidder(s)/Contractor(s), in order to recover the payments, already made by the Principal/Owner, along with interest.
- iii. 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 the Principal/Owner resulting from such cancellation/ rescission and the Principal/Owner shall be entitled to deduct the amount so payable form the money(s) due to the Bidder(s)/Contractor(s).

- iv. To debar the Bidder(s)/Contractor(s) from participation in future bidding processes of the New Delhi Municipal Council for a period ranging from six months to maximum five years. However, if the bidder takes corrective measures against transgressions, subject to satisfaction of Principal/Owner & IEMs, the period of debar can be reviewed.
 - v. 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.
 - vi. 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.
 - vii. 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.
- 5.1 The Principal/Owner will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (8) 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.
- 5.2 The decision of the Principal/Owner 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
- 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 Principal/Owner 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 the Principal/Owner, 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) form 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) form the Principal/Owner 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. Bidder(s)/Contractor(s). However, the Bidder(s)/Contractor(s) can approach the Independent Monitor(s) appointed for the purposes of this Pact. IEMs shall examine the transgression and its severity and submit the report to Chairman, NDMC for further action after providing an opportunity and hearing to the affected parties.

6. Fall Clause: Deleted

7. Independent External Monitors

- 7.1 The Principal/Owner 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 have been given in the NIT.
- 7.2 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.
- 7.3 The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5 As soon as the IEMs notices, or have reasons to believe a violation of this Pact, they shall so inform to Chairman, NDMC.
- 7.6 The Bidder(s)/Contractor(s) accepts that the IEMs have the right to access without restriction to all Project documentation of the Principal/Owner 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.
- 7.7 The Principal/Owner will provide to the IEMs sufficient information about all meetings among the parties related to the Project provided such meeting 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.
- 7.8 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 the Principal/Owner/Bidder(s)/Contractor(s) and, should the occasion arise, submit tenders for correcting problematic situation. However an opportunity of hearing shall be provided by the IEMs to the buyers /bidders before submitting their written report.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment

of commission, the Principal/Owner 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.

9. Law and Place of Jurisdiction

10. Other Legal Actions

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

The actions 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.

11. Validity

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 12 months beyond the defects liability period of the contracts. In case Bidder(s)/Contractor(s) is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract by the successful bidder.

11.2 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.

12. The parties hereby sign this Integrity Pact at _____ on _____

Principal/Owner

Bidder(s)/Contractor(s) /Service Provider

Chief Executive Officer

Name of the Officer & Designation

New Delhi Municipal Council

Witness

1. _____

2. _____

Witness

1. _____

2. _____

* Provisions of these clauses would need to be amended / deleted in line with the policy of the Principal/Owner in regard to involvement of Indian agents of foreign suppliers.

Annexure-V: FORM 'A'**STRUCTURE & ORGANISATION – BID FORM**

1. Name & address of the applicant
2. Telephone no. / Fax no.
3. Information about the Firm with Documentary proof :
 - a. Name of the firm....
 - b. Year of establishment..
 - c. Registration No.....
 - d. Copy of certificate of incorporation..
 - e. Name of the Director of the Company...
 - f. Office address of the company...
 - g. Total employee of the company....
 - h. Turnover of the company during last 03 financial years...
 - i. PAN Number....
 - j. Service Tax Registration Number....
 - k. Sales Tax Number.....
 - l. ECC Number, if any.....
 - m. Authorize Signatory - Name and Address.....
 - n. Website Address, if any.....
 - o. E-mail address, if any.....

4. **Beneficiary's complete Bank Details in**

Bank Account No. _____
 IFSC / NEFT Code: _____
 Name of the Bank: _____
 Address of the Branch: _____

5. **Particulars of EMD**

Amount: Rs. _____
 Mode of Payment (DD/BG): _____
 DD/BG No.: _____
 Date: _____
 Name of the Bank: _____
 Address of the Bank: _____
 Validity of BG: _____

6. **Turn Over Details:**

Year	Annual Report attached at Page No.	Turnover in Rs. (Lakh)
2016-17		
2015-16		
2015-14		
2014-13		

7. Particulars of registration with various Government Bodies (attach attested photocopy) Organization / Place of Registration No.

- 1.

2.

3.

8. Description of the work executed in last three years:

Sr. No.	Description of the work order	Executed value of the work order	Date of issue of work order number and work order number	Name of the client	Date of completion of work	Evidence proof page number	

8. Names and titles of Directors & Officers with designation to be concerned with this work.
9. Has the firm, or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.
10. Has the applicant, or any constituent partner in case of partnership firm, ever been debarred / black listed for tendering in any organization at any time? If so, give details.
11. Has the applicant, or any constituent partner in case of partnership firm, ever been convicted by the court of law? If so, give details.
12. Any other information considered necessary but not included above.

DECLARATION:

4. We have read and understood the terms & conditions of the above mentioned tender and comply to all Terms & Conditions of your Tender. (In case of any deviation the Bidder must attach a separate sheet clearly mentioning the Clause No. of the Tender and deviation thereto)
5. We certify that the information mentioned above are true and correct to best of our knowledge.
6. In case of receipt of order we confirm that payment shall be received through e-Banking / Electronics Transfer.
7. This offer contains _____ No. of pages including all Annexures and Enclosures.

Signature of Applicant(s)/Authorised Signatory

Date:

Place:

Annexure-V: FORM 'B'

FINANCIAL/PRICE BID SUBMISSION SHEET
(ON BIDDER'S LETTER HEAD)

(Please note that no financial bid / price bid should be disclosed while filling this form)

To
Director (IT)
New Delhi Municipal Council
Palika Kendra, Sansad Marg
New Delhi-110001

SUBJECT: Operation and Maintenance of 24x7 Call Center at New Delhi
Municipal Council (NDMC) for a Period of 03 (Three) Years

We, the undersigned, declare that:

1. We, the undersigned bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.
2. I / We hereby confirm that I / We have bid for **all items** mentioned in the Bill of Material (BOM) / Bill of Quantity (BOQ).
3. I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties.
4. I / We undertake, if our bid is accepted, to deliver the Services in accordance with the delivery schedule specified in the schedule of Requirements.
5. I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.
6. I / We agree to abide by this bid for a period of days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
7. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
8. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
9. I/ We agree to permit the Procuring Entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity.
10. We understand that you are not bound to accept the lowest or any bid you may receive.
11. We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Signature & Seal of Bidder

Annexure-V: FORM 'C'

UNDERTAKING ON AUTHENTICITY OF ITEMS
(ON NON-JUDICIAL STAMP PAPER OF RS. 100/-)

To
Director (IT)
New Delhi Municipal Council
Palika Kendra Sansad Marg
New Delhi-110001

SUBJECT: Operation and Maintenance of 24x7 Call Center at New Delhi Municipal Council (NDMC) for a Period of 03 (Three) Years

Reference: RFP No.: _____ Dated: _____

This has reference to the items being supplied/ quoted to you vide our bid ref. no. _____ dated _____. We hereby undertake that all the components/ parts/ assembly/ software used in the equipment shall be genuine, original and new components /parts/ assembly/ software from respective OEMs of the products and that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used. In respect of licensed software, we undertake that the same shall be supplied along with the authorized license code. Also, that it shall be sourced from the authorized source for use in India. If this undertaking is found to be incorrect, we at the time of delivery or during installation, for the equipment already billed, agree to take back the equipment already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit our BSD/ SD/ PSD for this bid and/ or debar/ black list us or take suitable action against us.

Name:	
Address:	
In the capacity of:	
Signed:	
Date:	
Place:	
Seal of the Organization:	

Annexure-V: FORM 'D'

**SELF-DECLARATION – NO BLACKLISTING/CLEAN TRACK RECORD
(ON BIDDER'S LETTER HEAD)**

To
Director (IT)
New Delhi Municipal Council
Palika Kendra, Sansad Marg
New Delhi-110001

SUBJECT: Operation and Maintenance of 24x7 Call Center at New Delhi
Municipal Council (NDMC) for a Period of 03 (Three) Years

In response to the RFP Ref. No. _____ dated _____ for {Project Title} _____, as an Owner/Partner/Director of _____, I/ We hereby declare that presently our Company/ firm _____ or any of our group or associate companies, at the time of bidding, is having unblemished record and is not declared ineligible or has been issued letter for blacklisting for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT or the Procuring Entity.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled. Thanking you

Name:	
Address:	
In the capacity of:	
Signed:	
Date:	
Place:	
Seal of the Organization:	

Annexure-V: FORM 'E'

AUTHORIZATION LETTER

(Representative AUTHORIZATION Letter on the Letterhead of the Bidder)

Date:

SUBJECT: Operation and Maintenance of 24x7 Call Center at New Delhi
Municipal Council (NDMC) for a Period of 03 (Three) Years

Ref:

To,
<< Name of authority>>
<< Department>>
<<Address>

Ms./Mr.....is hereby authorized to sign relevant documents on behalf of the company/firm in dealing with tender reference No She/ He is also authorized to attend meetings and submit technical and financial bid (Online) information as required by **NEW DELHI MUNICIPAL COUNCIL (NDMC)** for processing of bid. Ms. /Mr. is hereby authorized to make technical presentation on behalf of the company.

(Proof of above two persons as employee of the company to be enclosed) Thanking you,

Representative Signature
.....

Authorized Signatory
.....

.....
Signature attested