

**BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
O.A. No. (C) No. 694 of 2022**

IN THE MATTER OF:

Bhupinder Singh ...Applicant
Versus
Govt. of NCT of Delhi ...Respondent

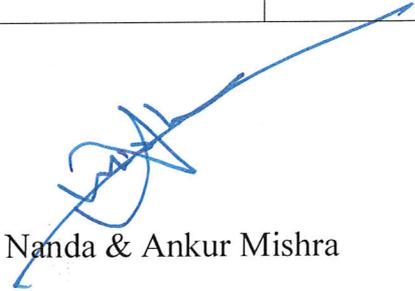
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Dated: 02.05.2024

Place: New Delhi

Through


Tarveen Singh Nanda & Ankur Mishra
Advocates
Legal Cell Delhi Cantonment Board
Delhi Cantt. 110 010



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**ACTION TAKEN REPORT ON BEHALF OF RESPONDENT,
DELHI CANTONMENT BOARD**

MOST RESPECTFULLY SHOWETH:

I, Kamal Kumar Verma, aged about 44 years, S/o Sh. Karamvir Singh Singh, presently holding charge of Sanitation Branch at Delhi Cantonment Board having its office at Sadar Bazar, Delhi Cantonment, New Delhi-110010 do hereby solemnly affirm and state as under:

1. That I am duly authorized to represent the Respondent Board in the captioned matter. I am well acquainted with the facts and circumstances of the present case. I am competent to swear this affidavit.
2. That the Respondent is hereby filing the Action Taken Report, in compliance of the order dated 12.12.2023, passed by this Hon'ble Court in the instant Petition.





3. That the embodied contents of present Action Taken Report have been drafted under my specific instructions given to my counsel which has been repeatedly read over and also elaborately explained to me, which are true and correct as per my knowledge and belief and on the basis of records available. Those of the paras as to legal submissions have also been elucidated to me in detail of which I believe are true and correct.
4. It is humbly submitted that the Answering Respondent floated the tender for comprehensive operation and maintenance of sorting cum composting machine, (20 TPD) for 03 years. The tender was published on 14.03.2024 and the same was advertised in two daily national newspapers. The date of pre-bid meeting was scheduled on 22.03.2024 and last date of submission of tender was 29.04.2024. It is submitted that tender was opened on 30.04.2024, however, no bid was received against this tender. A copy of the tender document is annexed herewith as **Annexure A**.
5. It is submitted that due to the enforcement of Modal Code of Conduct by Election Commission of India, no new tender can be floated by Local Bodies. Therefore, after the end of Modal Code of Conduct this tender will be recalled afresh for inviting bids.
6. It is reiterated that herein that the sorting cum composting





plant is non-functional since March, 2023 and the Answering Respondent undertakes not to make the plant functional till it is shifted/relocated to some other suitable location in compliance of the directions passed by this Hon'ble Court. At present all the municipal solid waste generated within the territorial jurisdiction of Delhi Cantt. are being processed at Waste to Energy Plant at Okhla. It is reiterated that the said plant will only be made functional after it is being shifted to some other suitable location.

Yamal
DEPONENT

VERIFICATION

I, the deponent herein, do hereby verify that the contents of the above affidavit are true and correct to my knowledge and based on official records. Verified at New Delhi on this the 02 day of May, 2024.

Yamal
DEPONENT



ATTESTED
M
NOTARY PUBLIC
DELHI (INDIA)

02 MAY 2024



दिल्ली छावनी परिषद
DELHI CANTONMENT BOARD
सदर बाजार, दिल्ली छावनी- 110010
Sadar Bazar, Delhi Cantt - 110010
हर काम देश के नाम



Tel. No.: 011-25693837, 25695450, ✉: ceodelhicantt@gmail.com, 🌐: www.delhi.cantt.gov.in

No. DCB/IT/AMC/SCC/2024

Dated: 14.03.2024

NOTICE INVITING TENDERS

Delhi Cantonment Board invites online e-tenders in two bid system for Comprehensive Operation and Maintenance of Sorting cum Composting Machine (20 TPD) for 03 years at Delhi Cantt. Eligible Bidders can download and participate online through the website <https://defproc.gov.in>.

Sd/-
Chief Executive Officer
Delhi Cantonment

APPENDIX -A TO THE NOTICE OF TENDER

The Delhi Cantonment Board invites item rate tender through Defproc portal from eligible firms. The basic details of tender are as under:

Name of work	Comprehensive Operation and Maintenance of Sorting cum Composting Machine (20 TPD) for 03 years at Delhi Cantt
CA No.	DCB/IT/AMC/SCC/2024
Estimated Cost of work	Rs. 2,00,00,000/-
Cost of tender	Rs. 5,000/-
Earnest money	Rs. 2,75,000/-
Amount of Bank solvency certificate	Rs. 67,00,000/-
Period/ term contract of contract	36 months
Tender Validity	180 days
Signing of Integrity Pact	The bidders are required to unconditionally accept the Integrity Pact enclosed with the technical bid on Page No.19. Bidders shall upload technical bids duly signed and stamped including Integrity Pact as token of acceptance of terms and conditions provided in the contract as also provided under eligibility conditions Clause 8. The successful bidder shall be required to sign agreement with the Board under provisions of Section 128 of the Cantonments Act, 2006 alongwith Integrity Pact. The Independent External Monitors (IEMs) may review independently & objectively whether and to what extent parties have

	complied with their obligations under the Pact.
Date of release of tender through Defproc portal	14.03.2024
Last date & time for downloading of tender documents	03.04.2024 upto 1500 hrs.
Last date and time for submission of e-tender	03.04.2024 upto 1500 hrs.
Last date and time for submission of earnest money deposit online. Nevertheless, the scanned copy of the same be uploaded online.	03.04.2024 upto 1500 hrs.
Date and time for opening of e-tender	04.04.2024 at 1530 hrs.
For any clarifications, Contact No	011- 25695450

Signature of Contractor

Sd/-
For Accepting Officer

ELIGIBILITY CRITERIA: DOCUMENTS TO BE UPLOADED FOR EVALUATING RESPONSIVENESS OF THE BIDS (THE UNDERMENTIONED DOCUMENTS NEEDS TO BE UPLOADED FOR TECHNICAL EVALUATION OF RESPONSIVENESS OF BIDS).

1. Scanned copy of application on the letter pad of the company in favour of Chief Executive Officer, Delhi Cantonment Board requesting for issue of tender document as **"Appendix-1"**.
2. The **Earnest Money Deposit** for the amount given in Appendix 'A' shall be deposited online in the Cantt Board bank account through RTGS/ NEFT. The details of bank account are as given below and scanned copy of **bank transfer details** must be uploaded as **"Appendix-2"**.

Account Name: Chief Executive Officer, Delhi Cantonment Board
Name of Bank: Union Bank of India
Bank Account No.: 352701110050001
IFSC Code: UBIN0535273
Branch: Delhi Cantt - 110010
3. Scanned copy of **GST** registration certificate as **"Appendix-3"**.
4. Scanned copy of **Firm Registration Certificate** as **"Appendix-4"**.
5. Scanned copies of **Partnership deed** documents in case of partnership firm as **"Appendix-5"**.
6. Scanned copy of **Solvency certificate** issued by any Nationalized Banks for the amount given in Appendix A to the notice of tender on page no. 2 of documents as **"Appendix-6"**. **Solvency certificate shall have been issued by the bank in the financial year 2022-23 or current financial year. Solvency certificate of any previous year shall not be acceptable and shall render bid non-responsive.**
7. Scanned certified true copy of **Power of Attorney**, if applicable as **"Appendix-7"**.
8. Scanned copy of **whole tender document including Integrity Pact** duly signed and stamped on each page by the bidder be uploaded, in token of acceptance of terms & conditions of the contract by the bidder as **"Appendix-8"**.
9. The firm/agency must have an office at **NCT of Delhi** and Scanned copy of proof must be uploaded as **"Appendix-9"**.
10. Scanned copy of declaration from the intending bidder that their firm is not blacklisted in any Central Govt. /State Govt. /ULBs or any other Govt. Department/organization as **"Appendix-10"**.
11. Scanned copy of proof of Average Annual turnover (certified by Chartered Accountant) during last 3 years, ending 31 March of the previous financial year, should be at least 30% of the

estimated cost for eligibility for tendering as “**Appendix-11**”.

12. Scanned copy of proof of experience be uploaded of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following, be uploaded as “**Appendix-12**”.

(a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost;

or

(b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost;

or

(c) One similar completed work containing not less than the amount equal to 80% of the estimated cost.

The performance/completion certificate must mention actual completion cost of works undertaken satisfactorily by the agency to examine eligibility parameters as mentioned at Sr 12 (a) to (c). In case performance certificate/completion certificates doesn't provide actual completion cost of the works, it will inter-alia not establish the eligibility requirements as mentioned at Sr 12 (a) to (c) and in that event bid shall be liable for rejection summarily. The experience certificate of private firms shall not be considered for evaluation of bids. The certificate issued by the Government Department /PSU/Autonomous body/ any other Govt. organization shall be entertained for evaluation of responsiveness of the bids.

Further the value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate 7% per annum, calculated from the date of completion of last date receipt of applications for tenders.

Note: (1) The price bid of only those contractors shall be considered for opening whose bids are found responsive and have uploaded above documents complete in all respects. No misunderstanding on this account shall be entertained afterwards. The bids of agencies providing incomplete documents shall be summarily rejected.

(2) The Earnest money and tender document fee need to be deposited online. Scanned copy of Earnest money deposit and tender fee deposit needs to be also uploaded while submission of bids.

(3) The price bid of agencies whose documents are found complete and in order shall be opened immediately after scrutiny of papers and details thereof will be uploaded on GeM website <https://defproc.gov.in>.

(4) In case, any firm submits any forged document in support of the tender requirement and if proved at any stage, the firm would be debarred for minimum 05 years and EMD/performance Security submitted by the firm shall be forfeited. No correspondence whatsoever will not be entertained, in this regard.

(5) The bidders are advised/directed to upload the documents as required in Technical bid evaluation with the technical bid in .pdf format.

(6) "Similar Nature" of work means the work related to Setting up of Solid Waste processing facilities/ Operation & Maintenance of plant capacity of 50 TPD.

(7) The work order and their completion certificate shall be in Hindi or English. No other language will be accepted.

Signature of Contractor

Sd/-
For Accepting Officer

Instruction to Bidders

- a. Online bids are invited on Defproc portal from experienced companies/firms and also from Govt./Semi Govt. organizations, Public Sector Undertaking for Comprehensive Operation and Maintenance of Sorting cum Composting Machine (20 TPD) for 03 years at Delhi Cantt. Bidders are advised to study the tender document carefully & thoroughly.
- b. **A pre-bid meeting will be held on 22.03.2024 at 1500 hrs. in the Office of Delhi Cantonment Board, Sadar Bazar, Delhi Cantt.**
- c. Submission of tender shall deem to have been done after careful study and examination of the tender document with full understanding of its implications. The bidders are advised to visit the site to acquaint them fully about the work involved and the prevailing conditions before submission of tender. No claim whatsoever shall be entrained from the bidders later for any conditions being difficult or his claim of ignorance to the area and scope of work.
- d. It will be imperative on each bidder to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the goods. No request for the change of price or time schedule of delivery of Goods shall be entertained, on account of any local condition or factor once the offer is accepted by the Purchaser.
- e. The **scope of work** shall include the following:
 - i. Provide all materials, supervision, services, scaffolding, shoring, strutting, from work, reinforcements, vibrators, other tools and plants, transportation, temporary drainage, dewatering of surface necessary approaches, temporary fencing and temporary lighting as required for safety and work purposes etc.
 - ii. The contractor shall carry out the work in such way so that normal; day to day activities of the Delhi Cantt. area are not.
- f. The agency is to segregate all the garbage into two parts bio-degradable and Non-bio-degradable at designated point.
- g. To convert all the Biodegradable waste into compost at trenching ground.
- h. To remove all the non-biodegradable waste from the trenching ground.
- i. The clearing schedule of the Waste should ensure that MSW is cleared at least once in 24 hours.
- j. The agency will ensure that the area around the Machine is kept clean at all the times.

- k. The agency should ensure adequate safety for all manpower deployed including required insurance facility.
- l. The manpower deployed by the service provider shall have to wear uniform/apron/PPE during working hours bearing the logo of Delhi Cantonment Board (DCB) which have to be approved by the employer.
- m. Minimum First -Aid facilities to be provided to the sanitation workers.
- n. Bio-metric attendance to be taken on daily basis and the attendance sheet to be submitted in every month along with the monthly bill.
- o. The bio-degradable waste fraction should be used for traditional composting at the designated composting yard/plant within the campus and the other non-biodegradable fraction including dry recyclables and non-recyclables should be taken by service provider for further segregation, recycling and scientific disposal as per the norms of DCB campus or Solid Waste Management (SWM) Rules, 2016. Agency should ensure secondary segregation of waste in the yard prior to composting if source-segregated waste is not received. **All responsibility (risk and cost) of safe and legal disposal of non-biodegradable fraction including dry recyclables and non-recyclables lies with the agency.**
- p. Continual monitoring and supervision shall be done by the contractor to ensure regular and effective service. One supervisor shall always be available in the campus.
- q. Conditional bids will not be entertained and summarily rejected. Only online bids on GeM Portal will be accepted and no physical bids will be accepted.
- r. **Optional** bids will not to be entertained and summarily rejected. The firm should have to quote as per the model of equipment mentioned in the price bid. The optional rates will not be accepted and the tender will be rejected straightway.
- s. The competent authority reserves the right to terminate/recall the tender at any stage due to administrative reasons.
- t. The tender will be rejected straightway without assigning any reasons if the firm/company or their owners/partners/directors etc. found involved in any Criminal Case/blacklisted.
- u. Bidders shall not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.
- v. In case of any issue of clarification on the interpretation of clause(s) arises, then the decision/interpretation of department (DCB) shall be final and binding on the bidding firms. No further request in this regard will be entertained.
- w. Consortium with any organization shall not be permitted.
- x. Submission of online scanned copies of unwanted/irrelevant documents/ out of

contest document to disturb/misuse the online procurement system can be taken seriously and stringent action can be taken against such bidders. The decision of the department in this regard will be final and shall not be open for further discussion.

- y. The price must be quoted as per proforma of price schedule. Nothing over and above the quoted price would be payable to the successful bidder. The Tenderer must quote the price legibly at the appropriate place. Any over writing/cutting etc. will render the tender invalid. The option in the rates will not be entertained and the tender will be rejected straightway.

Signature of Contractor

Sd/-
For Accepting Officer

Terms & Condition

1. **Entire Agreement:** This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective.
2. **No partnership:** This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
3. **Evaluation of Commercial Bids :** The lowest price (L-1) will be decided on the basis of total price quoted by the particular bidder inclusive of all applicable levies/duties/taxes etc. for operation and comprehensive maintenance of the machine at designation i.e. consignee's locations.
4. Prior to the expiry of the period of bid validity, the Purchaser will notify the finally selected Bidder and issue Letter of Intent. If a need for extension of the Price validity period arises, it should be extended by mutual agreement. The notification of award/placement of supply order will constitute the formation of the Contract.
5. At the time of placement of the supply order, the Supplier shall sign the contract with the Purchaser. The Supplier shall bring alongwith him, the power of attorney, the contract performance bank guarantee and common seal etc. for signing the contract.
6. **CONTRACT PERFORMANCE BANK GUARANTEE:** The firm whose rates are accepted shall have to execute an agreement on a stamp paper of worth Rs. 100/- furnished by him within 05 days from the intimation of acceptance of tender failing which the EMD deposited will be forfeited. The Supplier shall furnish Performance Security equivalent to Three **Percent (3%) of the value** of the Contract within 14 days of the issue of Letter of Intent, in the form of **Contract Performance Bank Guarantee**, from a scheduled Bank valid for 66 months. The Performance Security can also be furnished in the shape of Account Payee Demand Draft/FDR/BG. **The Performance Bank Guarantee (PBG) would be** returned/refundable on satisfactory completion of the contract if fails, the PBG of the firm will be forfeited and action will be initiated to blacklist the firm.
7. The Contract Performance Bank Guarantee/ Account Payee Demand Draft/ FDR will be in the name of the **Chief Executive Officer, Delhi Cantonment Board, Delhi Cantt-110010.**
8. **Payment:** The **Payment** shall be paid on monthly basis and acceptance of the system at site(s) of Delhi Cantonment and acceptance by the Officer-in-charge.
9. No interest is payable by the Purchaser in case of delayed payments.

10. The successful bidder shall earmark each and every equipment/component installed against the requirement as per the instant tender and display the same at appropriate sites.
11. The Delhi Cantonment Board (DCB) shall provide sufficient space as per requirement of the successful bidder with an electrical connection of the appropriate voltage as per requirement.
12. The contractor shall be responsible for fulfilling all his obligations towards the persons deployed under the contract as per prescribed laws, namely, Minimum Wages Act P.O Act, ESI Act, Govt. taxes/ levies etc. as applicable and amended from time to time. The contractor shall be responsible for depositing **employee's and employer's share** of statutory contributions of the ESI, EPF, EDLI, as applicable at his own level and maintenance of such records as per rules. **The workmen engaged under the contract will be considered employees of the contractor and the contractor shall be their employer for all purposes.** The contractor shall be fully responsible for payment deposition of **employers and employee contribution** towards ESI & EPF etc and the quoted rates of the contractor shall be deemed to be inclusive of the same and no extra payment shall be admissible.
13. The contractor shall **not be entitled to any claim for the increase in minimum wages** and resultant increase in PF and ESI contribution of the Employer and any other increase in relation to wages/taxes announced by the Delhi Government / Central Govt. or other statutory bodies from time to time which will be compensated/ borne by the contractor only and no additional payment shall be admissible on account of any increase in minimum wages and ancillary expenditure connected thereto and the quoted rates shall be deemed to be inclusive of the rates assessment made by the contractor prior to quoting his rates. It shall be presumed that the contractor made his assessment of such ancillary/ additional expenditures while quoting his rates and no extra payment whatsoever shall be admissible.
14. The persons so deployed shall be under the overall control and supervision of the contractor and contractor shall be liable for payment of their wages etc. and all other dues which the contractor is liable to pay under the various Labour Regulations and other statutory provisions. The Cantt Board Delhi shall be absolved of any such liability at its own level, the contractor staff shall not receive from public/others any payment in cash or kind for using toilet complexes or otherwise.
15. The recurring cost of the electric connection so provided for the Projects would be borne by the department i.e. DCB.
16. Successful Bidder shall complete the projects and ensure that the complete Systems (including all equipment's, hardware, cables, consumables etc.) achieve the objectives of the Department.
17. Earthing arrangements for all the equipment's shall be the responsibility of the Supplier and to be carried out as per standard procedures.

18. The date of completion/commissioning of the site shall be the date on which the site is commissioned and accepted by the department.

19. **INSPECTION AND TESTS:**

I. The Purchaser shall have the right to inspect and/or test the goods for conformity to the Contract Specification.

II. In case any inspected or tested goods fail to conform to the specification, the Purchaser may reject them and the Supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the Purchaser.

III. In case the supplier provides any third-party equipment, material, hardware then he has to submit an undertaking that the said third party so contracted is aware of the deployment of the Systems as well as the warranty, AMC & other clauses of the said contract.

20. On such rejection, the concerned equipment, systems or portions thereof will be at the Supplier's risk and all the provisions herein contained related to rejection of said equipment etc. shall apply.

21. The Supplier shall replace the said equipment, systems or portions thereof within a period of 48 hours. In such an event the remaining warranty period shall apply to the equipment, systems or portions thereof so replaced from the date of replacement. Otherwise the SELLER shall pay for the breach of the conditions therein contained. Nothing herein contained shall prejudice any other right of the BUYER on this behalf under this contract or otherwise.

22. Supplier shall replace the defective equipment, systems or portions thereof at the exact location or place of installation of the said item free of cost.

23. Any equipment, systems or portions thereof that has been replaced by the Supplier in terms of this warranty shall be returned to the supplier and shall become the property of the supplier.

24. Repair or Replacement of items **(after the date of acceptance by the department)**, which become defective due to reasons like theft, accidents, unauthorized attempts by persons other than the purchaser or its authorized representatives to repair the equipment's shall not be covered under warranty and, if required, shall be carried out by the supplier, on chargeable basis.

25. The Purchaser would have the right to invoke the Bank Guarantee in part or in whole on account of any failure of the Supplier to agree to any of the clauses mentioned in the contract.

26. Seller shall ensure that all PM works are properly carried out with minimum interruption to the operation of the system.

27. Seller shall liaise with the respective proprietary hardware vendors/suppliers or other firms (OEM) to ensure that all maintenance requirements are met.

28. Purchaser reserves the right to inspect any PM works at any time.

29. **Hardware:** - PM shall include all scheduled servicing actions. Scheduled servicing shall include accomplishment of periodic inspection, condition monitoring, critical parts replacements, overhaul, adjustment, calibration, etc. In addition, servicing requirements (i.e. lubrication, cleaning, housekeeping, etc.) shall also be included under the general category of schedule servicing.

a) The PM works shall include at least the following:

- i) Checking and tightening the supports on all mounting poles and replacing them worn out. Cleaning of field equipment and focusing alignment cleaning of inside of equipment housing of dirt, dust etc.;
- ii) Checking the mounting brackets for all equipment and replacing them when damaged or when cracks are observed.
- iii) Checking metal parts for corrosion, burst-off and repainting them as required.
- iv) Carrying out cable insulation tests when required by Purchaser (end user).
- v) Checking the condition of earthing, electrical wiring and lightning arrestors and all outdoor equipment.
- vi) Checking the foundation, base plate and bolts and nuts of all structure for corrosion, repainting when required as well as tightening or replacement of damaged bolts and nuts.
- vii) Monitoring, optimization and fine turning of the systems;
- viii) Ensuring security of the System and to report any security violations to the Purchaser (user).
- ix) Any other work which affects quality of its output.

b) Any PM work carried out shall not cause any disruption to the operation of System and all the communication links. In the event that any System downtime is required during PM work, Seller shall seek Purchaser's approval prior to carrying out the works.

c) Seller shall recommend updates and improvements to the System to ensure the optimal operation and security of the System. Upon the approval by Purchaser, Seller shall install, configure and document the updates and/or improvements.

30. REPAIR MAINTENANCE (RM):

- i. Seller shall perform the RM, as and when a Fault is reported by Purchaser or detected under PM. Seller is not entitled to claim for any extras cost as all these costs are deemed to be included in the Contract Price.
- ii. Seller shall provide/supply all replacement parts and spares, consumable materials, manpower, tools, equipment and all other incidentals necessary for

the execution of works. Seller shall perform RM on all system and equipment (including software and hardware).

- iii. The works for RM shall include but not limited to Fault localization and isolation disassembly. Removal and replacement or repair of parts(s), reassembly, checkout and condition verification. Seller shall also perform RM on suspected failure, even if further investigation indicates that no actual failure has occurred.
- iv. Purchaser reserves the right to inspect any RM works at any time.
- v. If any component of the System is damaged or not functioning as a result of any act of nature, theft, traffic accident, vandalism etc. In that case, if **damage occurred by third party after handing over the system, Seller will intimate DCB in writing about any third party damage and it is for DCB to register FIR.** Seller shall repair/replace the affected items within **five (5) days** from the permission wherever required from DCB. After that Seller shall take feedback from the purchaser/user regarding the rectification. The reinstatement of the affected items shall be carried out to the satisfaction of Purchaser and in compliance with the required performance standards. Seller is required to take photographs before and after the reinstatement. Such repair works carried out by Seller shall be outside the scope of the Contract and shall be chargeable basis. Seller shall submit the claims for such repair within 15 days of the rectification.
- vi. If the Fault cannot be made good within the specified time due to reasons acceptable to Purchaser, Seller shall provide, at his own costs, a replacement for the affected item or propose an alternative solution to enable the System to function and operate efficiently without any interruption to meet the various specified functional and performance requirements. Seller shall ensure that any replacement work or alternative solution proposed must not result in any disruption to the operations and performances of the System.
- vii. Where Seller is not able to remedy the defect or error or successfully implement a temporary correction or bypass within the Repair Time, Seller shall at no cost to Purchaser, engage the services of an independent expert as soon as possible, who may be an employee or agent of the developers of the particular defective software to remedy the defect or error and/or effect a temporary correction or bypass. The Repair Time shall continue to accumulate until the Fault is rectified.

31. SPARES, CONSUMABLES AND TESTING EQUIPMENT:

- i. The SELLER will undertake that supplies of necessary maintenance equipment and spare parts will be made available for all equipments as well as the complete system for at least 03 years on a continuing basis so as to ensure 24x7 uninterrupted functioning of the said Projects.

- ii. Seller shall ensure that adequate spare parts, consumables and testing equipment are maintained for usage, repairs and replacement and ensure that they are available at all times throughout the maintenance period, **so that the system functioning should not be affected due to shortage of spare parts/consumables.**
- iii. The cost of the consumables, spare parts and testing equipment is deemed to have been included in the Contract Price for the comprehensive maintenance in the price schedule.
- iv. Seller shall at his own expense obtain, store and maintain in serviceable condition the required number of spare parts and consumable necessary to meet the Maintenance Standards.

32. MAINTENANCE MANAGEMENT FACILITIES:

- i. Seller shall deploy full time maintenance staff for the maintenance of the system. The seller will provide atleast 01 supervisor. The rates for the same shall be quoted by the seller in the price schedule.
- ii. Within 15 days of entering into contract, Seller shall provide a list of names, addresses and contact numbers of all staff employed for the maintenance services and of any other persons who may be at any time be required to enter the work site to perform works relating to the Contract.
- iii. Upon receiving the Fault reports lodged, Seller shall attend quickly to them within the Response Time and repair, remove or rectify the Faults within the Repair Time stated in the Maintenance Standards. Purchaser shall impose liquidation Damages charges on Seller for failure to respond within Response time and failing to complete the repair work within the Repair Time, as specified in the Maintenance Standards.
- iv. In the event Seller's personal encounters difficulty in rectifying any Fault within the Repair Time, Seller shall immediately notify end user giving pertinent details including the time by which it expects to complete the rectification.

33. MAINTENANCE STANDARDS:

- i. Seller shall complete the regular inspections, servicing, repairs or replacements and make the system and facility available to the satisfaction of Purchaser and to complete the repair within the time frame stipulated by Purchaser. Seller shall also complete repairs to reported faults or works requested by Purchaser within the stipulated time frame. If the Seller fails to make good or complete the works in accordance to the time as approved by Purchaser or within the approved extension of time, Seller is liable for liquidated damages as stipulated thereto until the day/time the fault is made good or works is completed to the satisfaction of Purchaser.
- ii. When a fault is detected during the regular servicing or inspection under the maintenance programme or after the fault is reported to Seller or works as

requested, Seller shall immediately proceed to attend to the fault with diligence and dispatch maintenance staff to carry out the repairs or works to minimize the downtime.

- iii. For faults requiring more time to complete, Seller shall inform with reasons acceptable to Purchaser and obtain Purchaser (end user) approval for a **reasonable time to finish the works**. Under such circumstances, temporary measures to minimize downtime or inconveniences to Purchaser and the public shall be taken. Seller shall carry out the works within the time approved by Purchaser. Seller shall be required to provide a loan set of the affected equipment, of similar specification and capacity for the time, which the Faulty equipment remains unrectified. Seller is deemed to have included the above cost in his Contract Price. The above shall not absolve Seller from his responsibility to complete the works within the time of extension of time as approved by Purchaser.
- iv. The response time and Repair Time are as follows :

Response Time (Hrs.)	Repair Time (Hrs.)
04	24

34. Penalty

- a) If Seller fails to respond within the Response Time and Repair Time, Seller shall compensate Purchaser, Penalty shall be as follows:
- i) Rs. 400/- per hour for every hour or part thereof that exceeds the downtime of 28 hours subject to a maximum of 10% of the operation and comprehensive maintenance value for the applicable quarter, for system availability upto 90%.
- ii) In case the up-time (System Availability) is between 41-90% payments shall be made as per up-time on pro-rata basis, calculated on the basis calculated on 90% system availability besides imposition of liquidated damage @ 10% on operation and comprehensive maintenance cost.
- iii) In case the up-time (System Availability) is between 0-40%, payment shall be made as per up-time on pro-rata basis calculated on 100% system availability besides imposition of liquidated damages @ 10% on operation and comprehensive maintenance cost.
- b) Seller shall note that the Downtime for each Fault occurrence shall be considered and computed independently.
- c) The Downtime due to system migration, testing, preventive works or other works as approved by Purchaser or involvement of cameras in third party damage shall not be considered as Faults. In the operation and comprehensive

maintenance claim Seller shall not include the quantity involved in 3rd party damage and lease line connectivity issue on pro-rata basis.

35. AD-HOC WORKS:

- i. Purchaser may from time to time issue variation to Seller to carry out ad-hoc repair, replacement and improvement works which are not covered under PM or RM works to equipment damaged due to vandalism, relocation of equipment affected by works, maintenance of additional equipment and cleaning and painting of assets.
- ii. For accident repair; Seller shall repair the damages as per provision of the contract mentioned above and subsequently advise Purchaser the cost incurred.
- iii. Such works also includes up-gradation of any equipment's viz. cameras, storage, back-up etc., if required necessary for effective functioning, on chargeable basis.

36. FORCE MAJEURE:

- i. Force majeure means an event beyond the control of the seller and not involving the seller's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser/Buyer either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics/pandemic, quarantine restrictions, strikes, lockouts, problems due to non-functioning/responding of civic agencies server required for completion of any formalities etc., and freight embargoes.
- ii. If there is delay in performance or other failures by the Seller to perform to obligation under its contracts due to event of a Force Majeure, the Seller shall not be held responsible for such delays/failures.
- iii. If a force Majeure situation arises, the seller shall promptly notify the Buyer in writing of such conditions and the cause thereof within seven days of occurrence of such event. Unless otherwise directed by the Buyer in writing, the seller shall continue to perform its obligations under the contracts as far as reasonably practical, and shall seek all responsible alternative means for performance not prevented by the Force Majeure event.
- iv. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

- v. There may be a Force Majeure situation affecting the purchase organization only. In such a situation the purchase organization is to take up with the supplier on similar lines as above for further necessary action.

37. CONFIDENTIALITY:

- i. Any information classified as confidential provided by disclosing Party during the terms of the Contract shall not be passed on to any third party by the receiving Party without the prior written consent of the disclosing Party.
- ii. The requirement of this clause shall continue even after termination or completion of this Contract.

38. TERMINATION FOR DEFAULT: The Purchaser may without prejudice to any other remedy for breach of Contract, by Thirty (30) days written notice of default sent to the Supplier and upon the Supplier's failure and neglect to propose and/or execute any corrective action to cure the default, terminate this Contract in whole or in part:

- (i) If the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract; or
- (ii) If the Supplier fails to perform any other obligation(s) under the Contract.
- (iii) On termination of the Contract for default, the security deposit of the Supplier will be forfeited.
- (iv) On termination of the Contract for default, action will be taken to black list the Supplier.

39. TERMINATION FOR INSOLVENCY: The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

40. Third Party Quality control: In order to achieve best workmen ship and execution of quality works/ Services to be provisioned under the contract the Delhi Cantonment Board will engage an independent agency i.e. M/s Certification Engineers International Ltd agency who will carry out independent testing of materials and checking and for ensuring overall quality procedures and quality services provisioned under the contract. The contractor shall be required to fully cooperate with agency and facilitate them in taking samples, transportation and examination of various activities including documentation at no extra cost to the Board. In case of any adverse findings by the third party inspecting agency, the contractor shall do the needful rectifications at no extra cost to the Board. The cost towards consultancy/third party quality control to the institutes would be paid by the Board. All works/work order would be subject to third party quality control". The contractor bills will be processed for the payment subject to satisfactory services provisioned under the contract and satisfactory report given by the third party quality control agency.

Signature of Contractor

Sd/-
For Accepting Officer

INTEGRITY PACT

To

The Chief Executive Officer
Delhi Cantonment Board
Delhi Cantt - 110010

Sub :

Dear Sir,

I/We acknowledge that DCB is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by DCB I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, DCB shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

1. INTEGRITY PACT

(To be signed by the bidder and same signatory competent/authorized to sign the relevant contract on behalf of Delhi Cantonment Board)

INTEGRITY AGREEMENT

This Integrity Agreement is made on.....on this.....day of.....20.....

BETWEEN

Delhi Cantonment Board represented through Chief Executive Officer 'Principal /Owner", which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....

Through..... (Hereinafter referred to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal/Owner has floated the Tender (NIT No. DCB/IT/AMC/XAPER/2024) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contact between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, Demand,

- take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Principal/Owner will, during the Tender Process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender Process or the Contract Execution.
 - c) The Principal/owner shall Endeavour to exclude from the Tender Process any person, whose conduct in the past has been biased nature.
- 2) If the Principal/Owner obtain information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption Act, 1988(PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/Department all suspected acts of fraud or Corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s) Contractor (S) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution.
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender Process or execution of the Contact or to any third person any material or other benefit which he/she is not legally entitled to, in order obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitive or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) ill not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidders(s)/Contractor(s) of Indian

- Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidders Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder (s) /Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s) /Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may be fall upon a person. his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/ Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/ Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/ Owner's absolute right:

- 1) If the Bidder(s) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/ Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/ Contractor(s) from the Tender process or terminate/ determine the Contract, if already executed or exclude the Bidder/ Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/ Owner. Such exclusion may be forever or for a limited period as decided by the Principal/ Owner.
- 2) **Forfeiture of EMD / Performance Guarantee/ Security Deposit:** If the Principal/ Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/ determined the Contract or has accrued the right to terminate /determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal / Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and

Security Deposit of the Bidder/ Contractor.

- 3) **Criminal Liability:** If the Principal / Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/ Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression:

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/ State Public Sector Enterprises in India that could justify his exclusion from the Tender Process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender Process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- 3) If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, in its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors:

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principle laid down in this agreement/Pact by any of its Sub-contractor/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article-6 - Duration of the Pact:

- 1) This Pact begins when both the parties have legally signed it. It expires for the Contactor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period whichever is more and for all other bidders, till the Contract has been awarded.
- 2) If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, DCB.

Article 7- Other Provisions:

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head Quarters of the Division of the Principal/ Owner, who has floated the tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) It the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 5) It is agreed term and condition that any dispute or difference arises between the parties with regard to the terms of this Integrity Agreement/Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or Interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/ Contact documents with regard any of the provision covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSESS:

1.
(Signature, name and address)

2.
(Signature, name and address)
Place:
Dated: