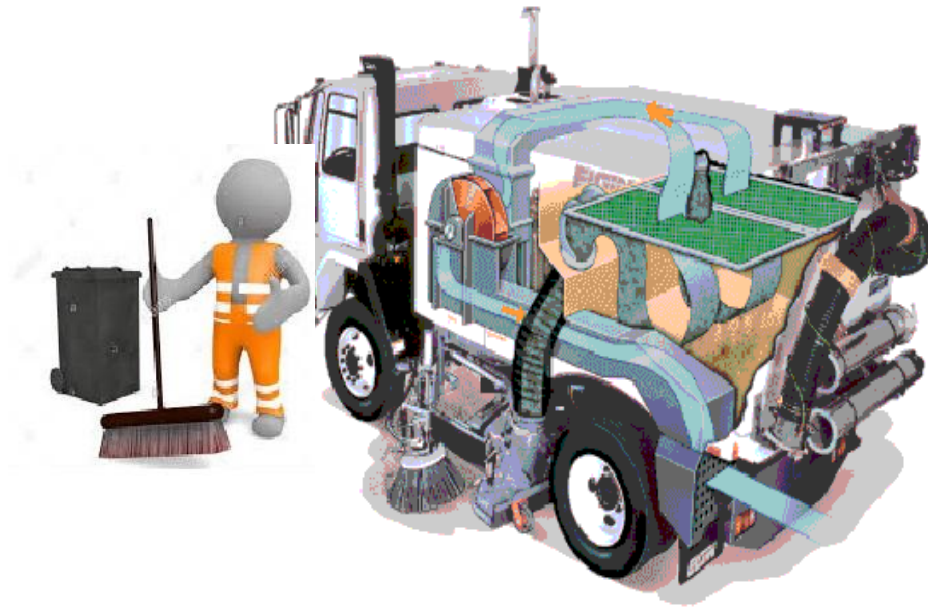




Bhopal Smart City Development Corporation Limited



REQUEST FOR PROPOSAL

August-2018

“Operation with Comprehensive Maintenance of required numbersnew/old Road Sweeping Machines for Dry/Wet Cleaning of 100kms ROW in a day, of Main Roads for Municipality limits of Bhopal city for the period of Six (6) years (Second Call)”

Prepared by

Recommended by

Approved by

Bhopal Smart City Development Corporation Limited

NOTICE INVITING TENDER

Online bids are invited from bidders for purchase of the following items on behalf of the CEO, Bhopal Smart City Development Corporation Limited, and will be received online on the website <http://mpeproc.gov.in> as per time schedule (key dates) in the notice published on the above website.

Tender Document No.	:	MPBSCDCL/TENDER NO -65
Name of the Work	:	Operation with Comprehensive Maintenance of required numbers new/old Road Sweeping Machines for Dry/Wet Cleaning of 100kms ROW in a day, of Main Roads for Municipality limits of Bhopal city for the period of Six (6) years (Second Call)
Brief Scope of Work	:	Providing New/Old Mechanized Sweeping Machine having Both Dry and Wet Sweeping Mechanism, Cleaning of ROW of Main Roads forMunicipality limits City of Bhopal City, Including Maintenance and Operation of Moving Sweeping Vehicle.
Earnest Money Deposit	:	Rs. 20,00,000.00 (Twenty Lakh Only)
Non-refundable cost of e-Tender Document	:	Rs. 30,000.00 (Thirty Thousand Only)
Purchase of Tender Start Date	:	31.08.2018 at 19:00Hrs
Purchase of Tender End Date	:	13-09-2018 23:00 hrs
Last date & time of submission of Online Tender	:	13-09-2018 23:30 hrs
Period during which hard copy of the Documents as per NIT shall be submitted.	:	14.09.2018 at 12:00Hrs
Date & Time of Opening of technical Bid (Envelope B)	:	14.09.2018 at 15:00Hrs
Date & Time of Opening of Financial Bid (Envelope C)	:	Will be intimated to the successful bidders.
Validity of offer	:	90 days from the date of opening of price bid.
Pre-Tender Meeting & Venue	:	07.09.2018 at 15.00 Hrs At BSCDCL, Bhopal Office

The tender document can be downloaded from www.mpeproc.gov.in "Corrigendum, if any, would appear only on the www.mpeproc.gov.in web site and not to be published in any News Paper".

- The intending Bidder must read the terms and conditions of BSCDCL carefully. He should only submit his tender if he considers himself eligible and he is in possession of all the documents required.
 - a) Information and Instructions for Bidder posted on Website(s) shall form part of Tender Document.
- The Tender Document as uploaded can be viewed and downloaded free of cost by anyone including intending Bidder. But the tender can only be submitted after uploading the mandatory scanned documents such as-
 - a) Proof of e-payment towards cost of tender document,
 - b) Proof of online payment through e-portal www.mpeproc.gov.in/ Bank Guarantee of any Nationalized or Commercial Scheduled Bank against EMD in favor CEO, BSCDCL & All other documents shall be as per Notice Inviting e-tender.
- The Bidders are required to quote strictly as per terms and conditions, specifications, standards given in the tender documents and not to stipulate any deviations.
- After submission of the tender the Bidder can re-submit revised tender any number of times but before last time and date of submission of tender as notified.
- When it is desired by BSCDCL to submit revised financial tender then it shall be mandatory to submit revised financial tender. If not submitted then the tender submitted earlier shall become invalid.
- On opening date, the Bidder can login and see the tender opening process.
- Bidder can upload documents in the form of JPG format and PDF format
- Bidder has to upload scanned copies of all the documents including valid GST registration, PAN NO. as stipulated in the tender document.
- If the bidder is found ineligible after opening of tenders, his tender shall become invalid and cost of tender document and processing fee shall not be refunded.
- If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies as submitted physically by the contractor the tender shall become invalid and cost of tender document and processing fee shall not be refunded.
- Notwithstanding anything stated above, BSCDCL reserves the right to assess the capabilities and capacity of the Bidder to perform the contract, in the overall interest of BSCDCL. In case, Bidder's capabilities and capacities are not found satisfactory, BSCDCL reserves the right to reject the tender.
- Certificate of Financial Turn Over: At the time of submission of tender, the tender shall upload Certificate from Chartered Accountant mentioning Financial Turnover of last
- 3 years or for the period as specified in the tender document and further details if required may be asked from the Bidder after opening of technical tenders. There is no need to upload entire voluminous balance sheet.

The Bidder if required can submit queries in writing on E-mail address.

bscdcl@smartbhopal.city before **07.09.2018 upto 12.00hrs.**

MANDATORY PROPOSAL (Envelope A)

1. Earnest Money Deposit(EMD)
2. Cost of Document
3. Letter of Acceptance of tender condition as per format enclosed in Annexure-II. (Forms and Format)

TECHNICAL PROPOSAL (Envelope B)

[PRE-QUALIFICATION CRITERIA FOR BIDDERS]

1. The Applicant may be national or international firm or Consortium which satisfies all of the Qualification Criteria for Technical capability.
2. The sum of annual financial turnover for last 3 years (2015-16, 2016-17, 2017-18) shall be at least 30 crore. Copies of balance sheets of last three financial years OR duly certified by a Chartered Accountant shall be submitted in support of the requisite financial Turnover.
3. Contractor must have experience of at least three (3) year of successful working of Operation and Maintenance of Truck Mounted/Self propelled Road Sweeping Machines.
4. Net worth should be positive in last 3 years.
5. Bidder should have GST Registration, EPF Registration Certificate PAN Card, & ESIC certificate. (Information regarding the constitution of the Applicant/firm e.g. Proprietary, Partnership, Private Ltd. etc. along with proof of the same such as copies of registration etc.)
6. (a) The Bidder may be a single entity or Consortium, coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
(b) Consortiums of 2 parties (1+1) are permitted.
(c) Bidder may be a natural person, private entity, or any combination of them with a formal intent to enter into a Consortium agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions.
7. Joint Ventures (JV) are not allowed.
8. The Bidder should have EPF/ESIC registration.

The copy of above documents shall be submitted by the Bidder along with the hard copies of other required documents and the following list of Documents to be scanned and uploaded within the period of tender submission:

- Proof of online payment / Bank Guarantee of any Nationalized or all commercial Scheduled Bank against EMD in favor of CEO, BSCDCL.
- Copy of documents related to qualifying requirement of bidders as per NIT clause.

- Certificate of Financial Turnover duly certified by CA as indicated above.
- Acknowledgement towards cost of tender fee submission.
- All pages of the entire Corrigendum (if any) duly signed by the authorized person.

FINANCIAL PROPOSAL (Online Only)

1. Bidders who will be found Eligible in **Mandatory & Technical Proposals**, only those Bidder's financial proposals will be opened online only.
2. The tender will be awarded to the Bidder with the lowest quoted rate (L1).
3. Bidders who will not be found eligible in **Mandatory "OR" Technical Proposals**, they will be rejected and their Financial Proposals will not be opened.

GENERAL INFORMATION ABOUT THE BIDDER
(to be filled by the Bidder)

1.	Name of the Bidder A	
2.	Postal Address	
B	Telephone/Fax no	
C	E-mail address & URL	
4	Name and designation and contact no. of the representative of the Bidder to whom all reference shall be made to expedite technical co-ordination.	

CHECK LIST

To ensure that your offer submitted to BSCDCL is complete in all respects, please go through the following checklist & tick mark for the enclosures attached with your offer:

Sr. No.	Description	Upload and submit hard copy
1	Earnest Money Deposit	
2	Tender document duly signed & sealed on every page, as a confirmation of acceptance of the terms & conditions of the tender.	
3	Details of Infrastructure facilities available for executing such jobs	
4	Details of Applicant as per Format given in tender document	
5.	Work orders and certificate as per	

	requirement of tender document	
6	Financial Capability of all the Applicant as per Format given in tender document	
7	Annual accounts viz. Profit & loss Audited Balance sheet of last three years showing net worth and turnover of company	
8	IT returns for past three years duly certified by the Chartered Accountant	

PROJECT BACKGROUND

Bhopal smart city Development Corporation limited (BSCDCL), is a company incorporated under Indian Companies Act 2013, with a sole objective of Planning and implementing the “Smart City Project” in Bhopal. The Company is jointly owned by the Government of MP and is equally managed by Madhya Pradesh Urban Development Company Limited (MPUDCL) and Bhopal Municipal Corporation (BMC)

City is divided into 85 wards. These wards have been clubbed under 16 zones. BSCDCL is keen on substantially improving the quality of service delivery of Municipal waste management activities in the BSCDCL area, and wishes to seek private sector participation for road sweeping of MSW.

The Bidder will be responsible for Operation with Comprehensive Maintenance of required numbers new/old Road Sweeping Machines for Dry/Wet Cleaning of 100kms ROW in a day, of Main Roads for municipality limits of Bhopal City for the period of Six (6) years as per condition given in this tender document.

The purpose of this is to create an efficient and effective Road Sweeping of roads of Bhopal, with the following objectives:

1. To improve the existing standards of public health and environmental quality by establishing efficient mechanism for transportation of Municipal Solid Waste.
2. Ensure clean and hygienic Road Sweeping system.
3. Improve productivity of man, materials and equipment
4. Promote economic operations of services
5. Promote and protect quality and sustainability of the Urban Environment

INSTRUCTIONS TO BIDDERS

A. GENERAL

1. Notice Inviting Bids

1.1. The CEO, Bhopal Smart City Development Corporation Limited invites online bids for Sweeping Machine having Both Dry and Wet Sweeping Mechanism, Cleaning of Main Roads of Entire City of Bhopal City, Including Maintenance and Operation of Moving Sweeping Vehicle.

2. Objective

To improve the existing standards of public health and environmental quality by sweeping of roads by Dry and wet method, establishing efficient Operation and Maintenance of New/Old Truck mounted or Self Propelled Road Sweeping Machines.

3. Scope of work

Mechanical and Manual Sweeping:

- 3.1 Providing minimum 04 nos. New/Old (Old Road sweeping machine limited to 01 no) Road sweeping machines as per the specification given in the tender document and daily operation and maintenance of these road sweeping machines for complete duration of the contract.
- 3.2 Mechanized Street/road sweeping including Street level collection of Municipal Solid Waste and litter picking upto total ROW of road manually/mechanized in Area/roads as designated by the Authority.
- 3.3 Small vehicles and manpower including drivers for small vehicles for litter picking shall be provided by the contractor. Transportation of the collected waste/dust/dirt in these closed vehicles to designated spot as directed by the BSCDCL shall be done by the contractor at no extra cost.
- 3.4 Procure, provide, maintain necessary tools, equipment machinery, manpower, fuel and vehicles for mechanized road sweeping.
- 3.5 **BSCDCL is not purchasing the road sweeping machines. Contractor has to bring his minimum 04 new/old road sweeping machines. Road sweeping through these Mechanical Sweeper shall be done on Roads of municipality limits of Bhopal City as instructed by BSCDCL officials.**
- 3.6 All vehicles should have GPS system fitted in it. It will be responsibility of the contract to keep the GPS system in working condition. Contractor should keep spare GPS system available with them in case of any fault or breakage in GPS system. The monitoring of the complete system will be done by BSCDCL. The GPS system shall be integrated with central command center of BSCDCL no extra cost shall be pay to the bidder for the integration.
- 3.7 The attendance of the workers working in the contract shall have to be done on biometric attendance machines. The arrangement of the biometric machines

and its operation will have to be done by successful bidder. Contractor should keep spare biometric system available with them in case of any fault or breakage in biometric machines system. The monitoring of the complete system will be done by BSCDCL through biometric machines for workers and real time basis by GPRS on vehicles and system integrated with central command center of BSCDCL installed under the pan city initiative of Smart city.

- 3.8 The road sweeping shall be done at least 8 hours a day by each machine. However the actual timing may be reduced or extended by Contractor as per the site conditions and need of work. It shall be performance based contract.
- 3.9 **BSCDCL guarantees at least clean upto 100 kms ROW (4-Lane) length a day with required minimum numbers of Sweeping machines. The working shall be for 7 days a week. (if Bidder supply min 04 numbers of machines, total hours in a month $8 \text{ hours} \times 30 \text{ days} \times 04 \text{ machines} = 960 \text{ hours}$).**
- 3.10 **During 960 working hours per month road sweeping machines should clean at least minimum 3000 kms ROW (4-lane) length (i.e. 100 kms Row per day with required number of vehicles). In case the contractor do not sweep 3000 km ROW length per month he will have to sweep the 3000 kms ROW length using extra hours/extra machine for which no extra payment shall be paid .If ROW (4-lane) width (per lane width = 3.5m) is more than or less than a Lane, for extra lane amount of work payment shall be paid extra or deducted on pro data basis.**
- 3.11 **In case BSCDCL does not provide minimum 3000 Kms ROW Length per work for these machines per month, BSCDCL shall pay the contractor for minimum 3000 KMs ROW Length work per month. If the contractor is unable to run road sweeping machines for minimum 3000 KMs ROW length per month the penalty of Rs.3000 per KM ROW length of the deficit Kms ROW Length will be penalized. The payment will be done only for the ROW Kms Length of work done by road sweeping machines.**
- 3.12 **If the Contractor does not sweep 100 kms ROW (4-lane) in 8-Hours a day than it will take extra hours/Extra Machines need to be sweep. Without any extra cost. If he fails then penalty will applicable.**
- 3.13 **If contractor is asked to work more than 3000 KMs ROW Length in a month payment shall be made on pro-rata basis of the extra work done. Extra payment for the work is only applicable if contractors complete its work with its machines 3000 km ROW length for that month with his required machines.**
- 3.14 This task shall consist of cleaning the Main Carriageway/Service Roads/Flyovers by mechanical road sweepers of required technical specification.
- 3.15 The mechanical sweeping shall be conducted on the Carriageways where it is conducive for the same. The remaining portion of the road stretch (i.e. where mechanical sweeper is not able to work) on both sides (wall to wall basis) shall be cleaned manually and shall be made litter free.

- 3.16 The work will be divided into two, primary work classifications, i.e., regular scheduled facilities which will be swept on regular basis and request facilities (on-call basis or emergency calls) which will be swept as needed (i.e. Key events or natural calamities like storm, cyclone etc.)
- 3.17 All roads under the contract shall be cleaned at least in a week or as directed by, Bhopal Smart City Development Corporation Limited.
- 3.18 Contractor has to deploy minimum 04 no's water jet machines with required manpower fuel etc complete i.e. 1 no water jet machine with each road sweeping machine or jet machine mounted sweeping machine, to wash and clean monuments, footpaths, central verge and rotary. Litter picking upto ROW /area where has to be done by the contractor.
- 3.19 The No of Water Jet Machines shall be increases accordingly if Road Sweeping machines increases.
- 3.20 Minimum breakdown allow for the period of 48-hours, maximum for 01nos of sweeping machines. Breakdown will consider only while given the prior information. Otherwise penalty will applicable for ROW Length KMs basis.
- 3.21 Contractor should Procure/maintain/ keep in stock, necessary tools, equipment, machinery, manpower, fuel, spares, brushes etc for the road sweeping machines in use. No extra payment for these shall be made.
- 3.22 Contractor's scope shall be limited to Mechanized Road sweeping and litter picking ROW of the road.
- 3.23 For any accident, any injury or physical harm to any person in caused by operations, the concessionaire shall be solely responsible for it and shall bear all the cost associated with such eventualities.
- 3.24 All the registration of vehicle and insurance complete comes under the Bidder's scope.
- 3.25 At least 04nos of Labour required with each sweeping machines to help litter picking and cleaning entire ROW including median, green verge, shoulder, footpath, rotary, monuments etc.
- 3.26 The bidder shall procure minimum Two sets of litter picking vehicle for transportation of C&D waste (obtained from litter picking) as per Technical Specifications.
- 3.27 For the purpose of this RFP, it is estimated that each Litter picking Vehicle shall be engaged for minimum 5 trips in a day. However, the same is indicative for calculation of Annual Operating Cost and may increase or decrease in actual. The payment shall be made as per the trip rate quoted by the selected Bidder.
- 3.28 The work shall consist of cleaning all street furniture, statues and roadsidesignages falling within the jurisdiction of assigned road stretch.
- 3.29 BSCDCL shall provide the place for workshop for maintenance of sweeping vehicles and equipments/machine used in this scope of work. Development of area for

workshop and stock yard shall be done by bidders at his cost. No extra amount pay to the bidder.

- 3.30 Rate analysis will considered on the basis of kmsROW(4-lane) length with the reference of minimum 100 KMs ROW length in a day & 3000KMs ROW Length required to be sweep in a month with required nos of Sweeping Machines (Minimum 4 no's of machine required) and min 2 sets of litter picking vehicles for ROW.

4 Eligible Bidders

4.1. This invitation to bid is open to all Bidders who satisfy the qualification criteria as per the tender document.

5. Issue of Bid Document

5.1. The Bidders may purchase a complete set of bidding documents from www.mpeproc.gov.in.

5.2 Price of Document: Rs. 30,000 /- (Rupees Thirty Thousand Only) plus service & gateway charges [non-refundable] is to be paid by bidder by making Online Payment at www.mpeproc.gov.in

5.2. The Bid Document is not transferable. Only the Bidder, who has purchased the bid document, shall be entitled to participate in the bidding process.

6. Conflict of Interest

6.1 All Bidders, found to be in conflict of interest, shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in a bidding process, if they:

- (a) have controlling shareholders in common; or
- (b) have the same legal representative for purposes of a bid

7. Cost of Bidding

7.1. The Bidder shall bear all costs associated with the preparation and submission of his bid and BSCDCL will in no case be responsible or liable for those costs.

8. Site Visit

8.1 The Bidder is advised to visit and examine the service area under Municipal Limits of BSCDCL and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into a contract.

8.2 The Bidders must familiarize themselves with local conditions and to take them into account in preparing their proposals.

9. Contents of Bidding Documents

9.1 Any Addenda/Corrigendum issued by BSCDCL shall be the part of bid document.

9.2 The Bidder is expected to examine carefully the contents of the bidding documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk.

10. Amendment of Bidding Document

10.1 At any time prior to the deadline for submission of bids, the BSCDCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder may modify the bidding documents by issuing addenda.

10.2 Any Addendum/Corrigendum thus issued shall be part of bidding documents pursuant to sub-clause 9.1, and it will be notified in writing or by Emails to all purchasers of the bidding documents and will be binding on them. The Bidder if required can submit queries in writing on E-mail address **bscdcl@smartbhopal.city** before 09.09.2018 up to 12.00 hrs

10.3 To afford prospective Bidders reasonable time in which to take the addendum into account in preparing their bids, the BSCDCL may, at its discretion, extend the deadline for the submission of bids.

PREPARATION OF BIDS

11. Language of Bid

11.1 The bid, and all correspondence and documents, relating to the bid, exchanged between the Bidder and the BSCDCL, shall be written in the Hindi or English language. Supporting documents and printed literature furnished by the Bidder may be written in another language, provided that they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the bid, the English - translation shall prevail.

12. Bid Form and Price Schedules

12.1 The Bidder shall quote the rates in "**Schedule B**" furnished in the bidding document.

13. Bid Prices

13.1 The Bidders are expected to work out their own rates, considering different aspects of scope of work. This includes all requirements under the Contractor's responsibilities for performing different tasks and, what so required by the bidding documents, the acquisition of all permits, approvals and licenses, etc, operation, maintenance and training services and such other items and services as required to perform as per scope of work specified in the bidding documents, all in accordance with the conditions of the Contract.

13.2. All duties, taxes and other levies payable by the Contractor under the Contract shall be excluded in the rates to be quoted in "Schedule B".

NOTE: - Rate to be quoted on yearly basis.

14. Currencies of Bid

14.1 Prices shall be quoted in Indian Rupees.

15. Bid Validity

15.1 Bids shall remain valid for a period of 180 (one hundred and eighty) days after the date of bid opening.

15.2 In exceptional circumstances, prior to expiry of the original bid validity period, the BSCDCL may extend the period of validity for a specified additional period. A Bidder may refuse the request without forfeiting his Earnest Money Deposit (EMD). A Bidder agreeing to the request will not be required or permitted to modify his bid.

16. EARNEST MONEY DEPOSIT

16.1 **A Bidder is required to deposit, along with its Bid, a bid security (EMD) of INR 20.00 Lakh (Twenty Lakh only) refundable not later than 120 (One Hundred Twenty) days from the Bid Due Date except in the case of the preferred Bidder. The Bidders will have to pay Bid Security in form of bank guarantee from nationalize bank. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security of successful bidder shall be converted into Performance Security.**

16.2 The Earnest Money Deposit (EMD) shall be in the form of bank guarantee from nationalize bank in favour of the **CEO, Bhopal Smart City Development Corporation Limited** or through online from www.mpeproc.gov.in website via RTGS/NEFT

16.3 The failure or omission to deposit the Earnest Money Deposit with the bid shall disqualify the Bidder and such disqualified Bidders(s) shall be excluded from its consideration in bidding process.

16.4 If the Bhopal Smart City Development Corporation Limited accepts the bid, the successful bidder may submit Bank guarantee of 5% of the quoted amount on award of contract and get the initial EMD back which was submitted.

17. Forfeiture of EMD

17.1 The Bidder shall not revoke his bid or vary its terms and conditions without the consent of the Bhopal Smart City Development Corporation Limited during the validity period of bid. If the Bidder revokes the bid or varies its terms or conditions contrary to its promise to abide by this condition, the Earnest Money Deposit submitted by Bidder shall stand forfeited without prejudice to his other rights and remedies and the Bidder shall be disentitled to submit a bid to the

Bhopal Smart City Development Corporation Limited for execution of any work during the next twenty-four (24) months effective from the date of such revocation.

- 17.2 If the successful Bidder does not pay the Bank guarantee in the prescribed time limit or fails to sign the contract agreement his Earnest Money Deposit will be forfeited by the Bhopal Smart City Development Corporation Limited.

18. Refund of Earnest Money

- 18.1. Earnest Money Deposit of unsuccessful Bidders shall be refunded after the successful Bidder furnishes the required performance guarantee to the Bhopal Smart City Development Corporation Limited and signs the Contract Agreement or within thirty (30) days of the expiry of validity period of Bids, whichever is earlier.

19. Bid Security Against The Work

- 19.1 The Successful Bidder shall furnish to the BSCDCL a Performance guarantee AGAINST his PERFORMANCE as follows.

The successful bidder may submit Bank guarantee of 5% of the quoted amount shall be paid by the contractor within fifteen (15) days from the date of issue of the letter of acceptance of bid from the BSCDCL. It is optional to the Contractor to make the Performance guarantee in any one of the following ways

- i. Get the EMD converted into Performance guarantee , OR
- ii. Wholly in form of Bank Guarantee in favour of the CEO **Bhopal Smart City Development Corporation Limited** for the term of the contract.
OR
- iii Fixed Deposit from Nationalized/ Scheduled Banks in the joint name CEO **Bhopal Smart City Development Corporation Limited** and the Contractor.
- iv The Bidders shall be submit the Bank Guarantee, initially for 4-years durations and it will resubmit for other 2-years.

20 Alternative Proposals of Bidder

- 20.1 Bidders shall submit offer which comply with the documents, including the BSCDCL Requirements as indicated in the bidding documents. Alternative bid and conditional bid will not be considered and bid is liable to be rejected in such cases.

21 Signing of Bid

- 21.1 The bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the BSCDCL, or as necessary to correct errors

made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

- 21.2 All pages of the bid where entries or amendments have been made shall be initiated by the person or persons signing.

22 Late Bids

- 22.1 Any bid received by the BSCDCL after the prescribed deadline for submission of bids will be rejected and returned unopened to the bidder.

23 Correction of Errors

- 23.1 Bids once submitted will not be allowed to be changed or rectified.

AWARD OF CONTRACT

24 Award

- 24.1 The BSCDCL will award the Contract who has offered the Lowest Bid Price subject to the approval of BSCDCL

25 BSCDCL's Right to accept any Bid and to Reject any or all Bids

- 25.1 The BSCDCL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the BSCDCL's action.

26 Signing Of Contract Agreement

- 26.1 The BSCDCL shall notify the successful bidder that his bid has been accepted, the BSCDCL will send the bidder the Form of Contract Agreement.
- 26.2 Within 15 calendar days from the date of issue of letter of acceptance, the successful bidder shall sign the Form of Contract Agreement in duplicate on non judicial stamp paper of value as per regulation of Government and return it to the BSCDCL. One copy of signed agreement will be provided to the successful contractor and original will be retained by the BSCDCL.

27 Corrupt And fraudulent Practice

The CEO **Bhopal Smart City Development Corporation Limited** requires that contractors observe the highest standard of ethics during the execution of such contracts.

- (a) The Bhopal Smart City Development Corporation Limited will reject a proposal for award if it determines that the Bidder recommended for award

has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.

28 Rejection of Bids

28.1 The bids are liable to be rejected if the Bidder

- (i) does not submit the Earnest Deposit Money(EMD) in prescribed form.
- (ii) does not sign every page of bid with seal of Contractor/firm .
- (iii) does not quote rates inclusive of duties and taxes.
- (iv) stipulates any conditions in the bid.
- (v) fails to initial corrections.
- (vi) stipulates the bid validity period of his Bid less than what is prescribed by BSCDCL in the Bid documents.

29 Important Points To Be Noted By The Bidder:

29.1 This contract is under Solid Waste management services to be provided by the contractor to Bhopal Smart City Development Corporation Limited. The rates to be quoted in "**Schedule B**" shall be exclusive of all taxes, services tax if applicable, local taxes etc to be paid by the Bidder for the work/Service and claim for extra payment on any such account shall not be entertained.

29.2 Any change that will be made in the bid document by the Bhopal Smart City Development Corporation Limited after issue of the Bid Document will be intimated to the Bidder in the form of Corrigendum/Addendum for incorporating the same in the Bid before submitting the bid.

29.3 The Financial offer should be submitted online only. Otherwise the bid shall be rejected.

29.4 The Bidder shall be deemed to have studied the scope of works/service, specifications, terms and conditions. The Bidder shall inspect and examine the service area and its surroundings and shall satisfy himself before submitting his bid as to the nature of the work/service and vehicles/machineries necessary for the completion of the works/services.

29.5 Contractor has to bid yearly quote on Lumpsum basis.

30 Stamp Duty, Legal and Statutory Charges

30.1 It shall be incumbent on the Successful Bidder to pay stamp duty for the Contract Agreement, as applicable on the date of the execution.

31 Rights of the Corporation

31.1 Bhopal Smart City Development Corporation Limited reserves the right to suitably increase/reduce the scope of work included in this bid document.

GENERAL CONDITIONS OF CONTRACT

THE CONTRACT

A. DEFINITIONS

In the Contract (as defined below) the words and expressions defined below shall have the meanings assigned to them, except where the context requires otherwise.

1. Documents

- (i) **“Contract”** means Conditions of Contract , the Employer’s Requirements, the Tender, the Contractor’s Price Proposal, the Annexure, the Letter of Acceptance, the Contract Agreement (if completed) and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement (if completed).
- (ii) **“Employer’s Requirements”** means the description of the scope and programme of works/services, as included in the Contract, and any alterations and modifications thereto in accordance with the Contract.
- (iii) **“Tender”** means the Contractor’s priced offer/offered rates to the Employer for the Works/Services.
- (iv) **“Activity Schedule”** means schedule of activities comprising the different tasks/operations to be performed by the Contractor under the Contract.
- (v) **“Works”** are what the Contract requires the Contractor to carry out and perform.
- (vi) **“Acceptance Letter”** means the document from the Employer on behalf of Bhopal Smart City Development Corporation Limited, Bhopal addressed to the Contractor indicating acceptance of the Contract Price and its acceptance of the Contractor as the preferred Party to carry out the works, perform services and operations under the Contract.
- (vii) **“Contractor’s Bid”** means the completed document submitted by the Contractor to the CEO **Bhopal Smart City Development Corporation Limited** The term Contractor’s Bid and tender have been used synonymously.
- (viii) **“Applicable Law”** means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect and here in after in India, including judgments, decrees,

injunctions, writes or orders of only court of record, as may be in force and effect during the subsistence of Agreement to be signed under this Contract.

- (ix) **"Affected Party"** means Party claiming to be affected by a Force Majeure Event as described in the bid document.
- (x) **"Applicable Permits"** means all clearances, permits, authorizations, consents and approvals required to be obtained and maintained by the Contractor under Applicable Laws.
- (xi) **"Arbitration Act"** means the Arbitration and Conciliation Act, 1996 and shall include any amendment to or nay re-enactment thereof as in force from time to time.

2. Persons

- (i) **"Authority"** means any agency, legislative, judicial or executive authority, department, ministry, public or statutory person, whether autonomous or not, of the Government of India or Government of Madhya Pradesh or any Local Authority including the Bhopal Smart City Development Corporation Limited or any other sub-division or instrumentality of any thereof.
- (ii) **"Party"** means either the Bhopal Smart City Development Corporation Limited or the Contractor; any of the parties to this Contract and "Parties" means both the party to this Contract.
- (iii) **"Competent Authority"** is the Person or Persons, appointed by the Commissioner, Bhopal Municipal Corporation, Bhopal and notified to the Contractor, who shall be responsible for supervising the Contractor, administering the Contract, certifying payments due to Contractor. The Commissioner BSCDCL shall be the Competent Authority for this contract. The Commissioner, Bhopal Municipal Corporation, Bhopal may also appoint any Person or Persons to assist the Competent Authority for this Contract. Any Person or Persons appointed by the Commissioner, Bhopal Municipal Corporation, Bhopal to carry out the responsibilities of the Competent Authority and assist him/her, shall be termed as the "Competent Authority's Representative".
- (iv) **"BSCDCL"** means Bhopal Smart City Development Corporation Limited.
- (v) **"CEO"** means the Chief Executive Officer of Bhopal Smart City Development Corporation Limited for the time being holding that office and also his/her successor and shall include any officer authorized by him/her. The CEO shall, subject to the provisions of relevant sections of the Acts applicable, act as the BSCDCL's Representative for the purposes

of this Contract.

- (vi) **“Employer”** means the CEO Bhopal Smart City Development Corporation Limited and the legal successors in title to such person, but not (except with the consent of the Contractor) any assignee of such person.
- (vii) **“Contractor”** means the person or Corporate and body, whose tender has been accepted to carry out the work and perform the services by the BSCDCL and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person.
- (viii) **“Employer’s Representative”** means the person appointed by the Employer to act as Employer’s Representative for the purpose of the Contract. Any person appointed from time to time by the Employer and notified as such to Contractor shall be considered as Employer's Representative.
- (ix) **“Contractor’s Representative”** means the person (if any) named as such in the Contract or other person appointed from time to time by the Contractor.
- (x) **“Successor Contractor”** means the Corporation and any person or corporate and body appointed by the BSCDCL to perform services and carry out works under this Contract.
- (xi) **“Person”** means any natural person, firm, Corporation, company, voluntary association, partnership, joint venture, trust, incorporated organization, unincorporated organization, Authority or other entity, having legal capacity to sue and be sued in its name.

3. Dates, Times and Periods

- (i) **“Commencement Date”** means the date when the Contractor shall commence his operations for transportation of Municipal Solid Waste in the service area.
- (ii) **“Completion Date”** is the date of completion of the operations/activities and as certified by the Competent Authority.
- (iii) **“Contract Period,”** means the tenure of the Contract, upon completion of which this Contract terminates. The tenure is said to have commenced from the date of issue of acceptance letter. The Contract period is Three years from the date of issue of letter of acceptance.
- (iv) **“Operating Year”** means each successive period, the first such period commencing on the date on which transportation of MSW in the service area commence and ending three hundred and sixty five (365) days.
- (v) **“Termination Date”** means the date on which the Contract is terminated by

way of defaults of either the BSCDCL or the Contractor, or as a result of a Force Majeure Event, or as indicated in the Conditions of Contract.

- (vi) **“Day”** means a calendar day, **“Months”** means calendar months and **“year”** means 365 days.

4. Money and Payments

- (i) **“Contract Price”** means the payment to be made by the BSCDCL to the Contractor for carrying out works and performing different operations as specified in the Acceptance Letter.
- (ii) **“Tax”** means the Indian Tax, duty, levy, and charge whatsoever charged, imposed or levied by Central, State or Local Governments or any Authority together with any interest and penalties in relation thereto.
- (iii) **“Cost”** means all expenditure properly incurred (or to be incurred) by the Contractor whether on or off the service area, workshop, including overhead and other similar charges, but does not include profit.

5. Other Definitions

- (i) **“Good Operating Practices”** means standards, practices, methods and procedures as practiced in India and conforming to all specifications, law, directives, clearances and the requirements of any Authority and that degree of skill, diligence, prudence and foresight which would reasonably be expected from a skilled, prudent and experienced Contractor, engaged in the same type of undertaking under the same or similar circumstances as the Contractor pursuant to this Contract.
- (ii) **“Corrupt Practice”** means the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence the action of a public official in the procurement process or in contract execution.
- (iii) **“Fraudulent Practice”** means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the Corporation, and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Contract Prices at artificial non-competitive levels and to deprive the Corporation of the benefits of free and open competition.
- (iv) **“Collusive practices”** means a scheme or arrangement between two or more bidders, with or without the knowledge of the Bhopal Smart City Development Corporation Limited, designed to influence the action of any party in execution of a contract;
- (v) **“Coercive practices”** means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in

bidding process, or affect the execution of a contract.

- (vi) **“Law”** includes any constitutional provisions, statutes, laws, decrees, ordinance, subordinate legislation, orders, rules or regulations having the force of law and rules of civil and common law and equity.
- (vii) **“MSW”** means any municipal solid waste /garbage/silt/and all waste defined as municipal solid waste in MSW rules 2000 generated within the service area.
- (vii) **“Wet Garbage”** means any biodegradable garbage, consisting of vegetable waste, food waste, garden waste, coconut shells, wood pieces, egg shells, bones, flesh, used cotton, dust, etc. and as defined in the MSW Rules, 2016.
- (ix) **“Dry Garbage”** means any recyclable garbage consisting of plastic, metal, thermacol, foam, glass, rexene, battery cells, paper, cloth, etc. and as defined in the MSW Rules, 2016.
- (x) **“Service Area”** means the entire area under different wards of Bhopal Municipal Corporation
- (xi) **“ROW”** 4-Lane road including median, green verge, footpath, shoulders, drains etc.
- (xii) **“Lane”- Road width** is 3.5m

B. REPRESENTATION AND WARRANTY

6. Representations and Warranties of Parties

6.1 The Contractor represents and warrants to BSCDCL for the term of this Contract that:

- (a) it is duly organized, validly existing and in good standing under the Laws of India;
- (b) it has the requisite experience, expertise and skills to provide and manage, operate and maintain the services of Operation and Maintenance of Truck mounted or Self propelled Road Sweeping Machines under this Contract; and
- (c) it has the financial standing and capacity to undertake the Contract.
- (d) prior to executing this Contract, the Contractor has conducted a due diligence audit to its satisfaction in respect of the Corporation, contractual structure for carrying out the operations and performing services, Applicable Laws and clearances and all matters related to this Contract. The Contractor is entering into this Contract on the basis of his own satisfaction based on his due diligence audit.

- (e) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect.
- (f) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect.
- (g) No representation or warranty by the Contractors contained herein or in any other document furnished by it to BSCDCL or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading.
- (h) No bribe or illegal gratification has been paid or will be paid in cash or kind to any person to influence the Bidding Person.
- (i) Without prejudice to any express provision contained in this Contract Agreement, the Contractor acknowledges that prior to the execution of Agreement under this Contract, the Contractor has after a complete and careful examination made an independent evaluation of the Existing facilities and infrastructure such as workshop and Office Spaces vehicles / containers, service area and the information provided by BSCDCL, and has determined to his satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by Contractor in the course of performance of his obligations hereunder.

6.2 The BSCDCL represents and warrants to Contractor for the term of this Contract that:

- (a) BSCDCL has full power and authority to award this Contract
- (b) BSCDCL has taken all necessary actions to authorize the execution of this Contract.
- (c) This agreement under this Contract constitutes BSCDCL's legal valid and binding obligation enforceable against it in accordance with the terms hereof:

7. Obligation to Notify Change

7.1 In the event that any of the representations or warranties made/given by a Party ceases to be true or stands changed, the Party who has made such representation or given such warranty shall promptly notify the other of the same.

8. Assignment and charges

8.1 The Contractor shall not assign in favour of any person this Contract or the rights, benefits and obligations hereunder, save and except with prior consent of BSCDCL. Any such consent shall not relieve the Contractor from any liability

or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of sub-contractor and his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen.

9. Amendments

9.1 This Contract is a complete and exclusive understanding of the terms of the Contract between the Parties on the subject hereof and no amendment or modification here to shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

10. Communications

10.1 Communications between Parties, which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered to BSCDCL (in terms of Indian Contract Act).

10.2 All instructions, notices, communications, etc. under the Contract shall be given in writing and shall be either in Hindi or English. If sent by registered post to the last known place or abode or business of the Contractor shall be deemed to have been served on the date.

C. INTERPRETATION AND CONTRACT STRUCTURE

11. Interpretation & Law

11.1 The language of this Contract Document is English and the law, which applies to this Contract, shall be the Law of the Republic of India. The Courts at Bhopal shall have jurisdiction all over matters, arising out of relating to Agreement under this Contract.

12. Contract Period

12.1 The contract period shall be of 06 years and may be extended further not more than 2-years.

12.2 The Contractor shall commence performing different activities from the date of acceptance letter, complete all pre-operational activities and arrange for all mobilization in Ninety (90) days from the date of issue of work order.

- The contractor should ensure commencement of work with at least 50% machines in the service area within 60 (sixty) days from the date of issue of work order and signing of agreement.
- The contractor should ensure commencement of work with at least 100% machines in the service area within 90 (Ninety) days from the date of issue of work order and signing of agreement

12.3 The Contract Period shall commence from the date of agreement for a period of 6 years.

- 12.4 If the Contractor wishes to discontinue his services and operations at the end of the contract period/extended contract period, he shall give a minimum of sixty (60) days notice requesting for such discontinuation.
- 12.5 Notwithstanding anything the Contractor shall continue to provide services and perform operations till the appointment of a Successor Contractor.
- 12.6 The performance of service of the Contractor shall be evaluated by BSCDCL every month, and will take appropriate decisions on complaints against contractor. Based on the recommendations bills will be paid.
- 12.7 In the event that the Parties agree to Contract period of Six (6) years and extendable further not more than 2-years, all conditions of Contract shall be followed as laid out in this bid document. Price escalation to Contract Price for extended period if any shall be on mutual consent of both the parties. New conditions can be added or deleted in the contract terms on mutual consent of both the parties.

13. Price Adjustment

- 13.1 The operation and maintenance of Road Sweeping Machine shall hold well throughout the Operating Year for the minimum 04nos New/Old (Old Road sweeping machine limited to 01 no)Roads sweeping machines provided by the contractor during the contract period. The escalation shall only applicable for Fuel cost during the contract period.
- 13.2 In case Fuel cost shall vary more than (+/-) 5% in quarterly than the rates shall be revised on Quarterly basis.
- 13.3 It is considered that the rates quoted by the bidder is any yearly basis, percentage for fuel cost will be taken 25% of the total quoted cost.
- 13.4 For example if the quarterly rate comes Rs. `A` than the fuel cost quarterly shall be taken 25% of Rs. `A` i.e. Rs. `B` (here B is 25% of A) and the variation will be calculated on Rs. `B`.
- 13.5 The calculation for Quarterly Average fuel price (In three months) is taken as follows-

For Example-

- i) Fuel price P Rs. for `N` days
- ii) Fuel price Q Rs. for `M` days
- iii) Fuel price S Rs. For `O` days

Since NDays+MDays+ODays =90Days (three months)

Quarterly average fuel price =
$$\frac{(PxN) + (QxM) + (SxO) + \dots n}{90Days}$$
 Rs.

Note- Days N/M/O shall be zero

- 13.5 The Price Variation shall only applicable for Fuel.

FORMS AND FORMATS

Annexure-II

Annexure-“II”

ACCEPTANCE OF TENDER CONDITIONS

From: (On the letter head of the company by the authorized officer having power of attorney)

BSCDCL,
.....

Sub: Name of the work & NIT No.:

Sir,

This has reference to above referred tender. I/We are pleased to submit our tender for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.

I/we are eligible to submit the tender for the subject tender and I/We are in possession of all the documents required.

I/We have viewed and read the terms and conditions of this GCC/SCC carefully. I/We have downloaded the following documents forming part of the tender document:

- a. Notice Inviting Tender(pg.....to....pg-)
- b. Instructions to Bidder (ITB) & General conditions of Contract(pg.....to....pg-)
- c. Technical Specifications (pg.....to....pg-)
- d. Bill of Quantities (BOQ)-(pg.....to....pg-)
- e. Tender Drawings(pg.....to....pg-)
- f. Acceptance of Tender Conditions (AnnexureM)
- g. Corrigendum ,if any(pg.....to....pg-)

I/we have uploaded the mandatory scanned documents such as cost of tender document, EMD, e-Tender Processing Fee and other documents as per Notice Inviting e-tender AND I/We agree to pay the cost of tender document, EMD, e- Tender Processing Fee (only receipt/proof of online payment) and other documents in physical form in the form and manner as described in NIT/ITT.

Should this tender be accepted, I/We agree to abide by and fulfill all terms and conditions referred to above and as contained in tender documents elsewhere and in default thereof, to forfeit and pay BSCDCL, or its successors or its authorized nominees such sums of money as are stipulated in the notice inviting tenders and tender documents.

If I/we fail to commence the work within 10 days of the date of issue of Letter of Award and/or I/we fail to sign the agreement as per Contract and/or I/we fail to submit performance guarantee as per of Clauses of Contract, I/we agree that BSCDCL shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Award and to forfeit the said earnest money as specified above.

Your faithfully,
(Signature of the Bidder with
Rubber stamp)

Dated

FORM XXV

DETAILS OF THE BALANCE WORK IN HANDASON _____

(UPTO THE PRECEDING MONTH OF SUBMISSION OF BID) WITHBSCDCL

(To be submitted in Envelop-1)

S. No	Name of the Unit/Zone/SBG/R G B	Contract Value	Date of start as per LOI/ Contract	Date of completion as per LOI / Contract	Work done up to the preceding month of submissionof bid	Balance value of work

Note: The bidder shall also include the value of all such works which are awarded to bidder but yet not started up to the preceding month of submission ofbid.

FORM XXVIAFFIDAVIT

(To be submitted by bidder on non-judicial stamp paper of Rs. 100/- (Rupees Hundred only) duly attached by Notary Public)

(To be submitted in Envelop-1)

Affidavit of Mr.S/o R/o

.....

I, the deponent above named do hereby solemnly affirm and declare as under:

That I am the Proprietor/Authorized signatory of M/s.....Having its Head Office/Regd. Office at

That the information/documents/Experience certificates submitted by M/s..... along with the tender for(NAME OF WORK).....

To BSCDCL Ltd. are genuine and true and nothing has been concealed.

I shall have no objection in case BSCDCL verifies them from issuing authority(ies). I shall also have no objection in providing the original copy of the document(s), in case BSCDCL demand so for verification.

I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, BSCDCL at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD / All dues.

I shall have no objection in case BSCDCL verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal Branch /office issuing Bank and I/We shall have no right or claim on my submitted EMD before BSCDCL receives saidverification.

That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect / false / fabricated, BSCDCL

shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.

I,,the Proprietor / Authorised signatory of M/s..... do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from..... and that no part of it is false.

Verified at this.....day of

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

APPLICATION FOR EXTENSION OF TIME

(To be completed by the Contractor)

PART - I

Name of Contractor

Name of the work as given in the Agreement

Agreement No.

Estimated amount put to tender

Date of commencement work as per agreement

Period allowed for completion of work as per agreement

Date of completion stipulated as per agreement

Period for which extension of time has
been give previously

Extension granted

First extension vide Engineer-in-charge letter No. date	Months	Days
--	--------	------

2nd extension vide Engineer-in-charge letter No. date	Months	Days
--	--------	------

3rd extension vide Engineer-in-charge letter No. date	Months	Days
--	--------	------

4th extension vide engineer-in-charge letter No. date	Months	Days
--	--------	------

Total extension previously given

Reasons for which extension have been previously given (copies of the previous application should be attached)

Period for which extension is applied for:

Hindrances on account of which extension is applied for with dates on which hindrances occurred, and the period for which these are likely to last.

Serial No.

Nature of hindrance

Date of Occurrence

Period for which it is likely to last

Period for which extension required for this particular hindrance. Over
lapping period, if any, with reference to item

Net extension applied for

Remarks, if any

Total period for which extension is now applied for on account of hindrances mentioned above
..... Month/ days.

Extension of time required for extra work.

Details of extra work and on the amount involved:

Total value of extra work

Proportionate period of extension of time based on estimated amount put to tender on
account of extra work.

Total extension of time required for 11 & 12

Submitted to the Engineer-in-Charges office.

SIGNATURE OF CONTRACTOR

DATE

APPLICATION FOR EXTENSION OF TIME

(PART – II)

Date of receipt of application from Contractor for the work in the Engineer-in-charge office.
Acknowledgement issued by Engineer-in-charge vide his letter No. dated

Engineer-in-charge remarks regarding hindrances mentioned by the Contractor.

Serial No.

Nature of hindrance

Date of occurrence of hindrance

Period for which hindrance, is likely to last

Extension of time period applied for by the contractor

Over lapping period, if any, giving reference to items which overlap

Net period for which extension is recommended. Remarks
as to why the hindrance occurred and justification for
extension recommended.

Engineer-in-charge recommendations.

The present progress of the work should be stated and whether the work is likely to be completed by the date up to which extension has been applied for. If extension of time is not recommended, what compensation is proposed to be levied under the agreement.

SIGNATURE OF ENGINEER-IN-CHARGE

PROFORMA FOR EXTENSION OF TIME P A R T
-III

To

NAME

ADDRESS OF THE CONTRACTOR SUBJECT:

Dear Sir(s)

Reference your letter No _____ dated _____, in connection with the grant of extension of time for completion of the work.....

The date of completion for the above mentioned work, is as stipulated in the agreement, dated

Extension of time for completion of the above mentioned work is granted upto _____, without prejudice to the right of the BSCDCL to recover compensation for delay in accordance with the provision made in Clause of the said agreement dated the ___/___/_. It is also clearly understood that the BSCDCL shall not consider any revision in contract price or any other compensation whatsoever due to grant of this extension.

Provided that notwithstanding the extension hereby granted, time is and shall still continue to be the essence of the said agreement.

Yours faithfully,

FOR Bhopal Smart City Development Corporation Ltd.

PROFORMA OF BANK GUARANTEE IN LIEU OF E M D (TENDER BOND)

(Judicial Stamp paper of appropriate value as per stamp Act-of respective state)

In consideration of Bhopal Smart City Development Corporation Limited, having its Registered Office at, Near Natraj Petrol Pump Sector A, Berkheda (hereinafter called "BSCDCL" which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Notice Inviting Tender No.....and M/s..... having its Registered Head Office at..... (hereinafter called the "BIDDER") is to participate in the said tender for.....

Whereas BSCDCL, as a special case, has agreed to accept an irrevocable and unconditional Tender Bond Guarantee for an amount of Rs..... valid upto.....from the Bidder in lieu of Cash Deposit of Rs..... required to be made by the Bidder, as a condition precedent for participation in the said tender.

We the (hereinafter called the "BANK") having its Registered, Office at..... and branch office at..... do hereby unconditionally and irrevocably undertake to pay immediately on demand in writing and without demur/protest any amount but not exceeding Rs Any such demand made by BSCDCL shall be conclusive and binding on us irrespective of any dispute or differences that may be raised by the Bidder. Any change in the constitution of the Bidder or the Bank shall not discharge our liability under the guarantee.

We, the..... Bank, lastly undertake not to revoke this guarantee during its currency without the prior consent of BSCDCL in writing and this guarantee shall remain valid upto.....Unless a claim is made within three months from the date of expiry i.e.

..... (three months after the date of expiry), we shall be relieved of our liability under this guarantee thereafter.

FOR AND ON BEHALF OF BANK

PLACE :

DATED :

WITNESS.

1.

2

PROFORMA OF BANK GUARANTEE (PERFORMANCE)

(Judicial Stamp paper of appropriate value as per stamp Act-of respective state)

Whereas the Bhopal Smart City Development Corporation Limited, having its Registered Office at BSCDCL Near Natraj Petrol Pump Sector A, Berkheda, Bhopal (hereinafter called "BSCDCL" which expression shall include its successors and assigns) having awarded a work order/contract / supplyorderNo. _____ dated _____ (hereinafter called the contract) to M/s.....
..... (hereinaftercalled

thecontractor/supplier)atatotalpriceofRs..... subjecttothe terms and conditions contained in thecontract.

WHEREAS, the terms and conditions of the contract require the contractor to furnish a

Rs.... (Rupees.....
bank guarantee for ..) being % of the total value of thecontractfor proper executionand duefulfillment of the terms and conditionscontainedin the contract.

We,the Bank, (hereinafter called the "Bank")do hereby unconditionallyand BSCDCL irrevocably undertake topayto immediately on demandin writing and without protest/or demur all moneypayable by the contractor/supplier to BSCDCL in connection with the execution/supply of and performance of the works/equipment, inclusive of any loss, damages, charges, expenses and costs caused to or suffered byorwhich would be caused to or suffered by BSCDCL by reason of any breachby the contractor/supplier of any of the terms andconditions contained in the contract as specified in the notice of demand made byBSCDCLto the bank. Any such demand made by BSCDCL on the bank shall be conclusive evidence of the amount due and payable by the bank under this guarantee. However, the Bank's liability underthisguarantee,shallbelimitedtoRs..... intheaggregate

andthebankherebyagreestothefollowingtermsand conditions:-

- Ⓐ This guarantee shall be acontinuing guarantee and irrevocable for all claims of BSCDCL as specified above andshallbe valid during the period specified for theperformanceof the contract including the period of maintenance/warranty i.e. up to.....

(ii) We, the said bank further agree with BSCDCL that shall have the fullest liberty without our consent and without affecting in any manner our obligations and liabilities hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of contract by the contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by BSCDCL against the contractor/supplier under the contract and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the contractor or for any forbearance, act or omission on the part of BSCDCL or any indulgence by BSCDCL to the contractor or by any such matter or thing whatsoever, which under the law relating to the sureties would, but for this provision, have effect of so relieving us.

This guarantee/undertaking shall be in addition to any other guarantee or security whatsoever BSCDCL may now or at any time have in relation to the

performance of the works/equipment and the company shall have full re-course to or enforce this security in performance to any other security or guarantee which the BSCDCL may have or obtained and there shall be no forbearance on the part of the company in enforcing or requiring enforcement of any other security which shall have the effect of releasing the Bank from its full liability. It shall not be necessary for BSCDCL to proceed against the said contractor/supplier before proceeding against the Bank.

This guarantee/ undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier/ contractor, but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to BSCDCL in terms thereof are paid by the Bank.

The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the bank in terms hereof, shall not be otherwise effected or suspended by reasons of any dispute or disputes having been raised by the supplier/contractor (whether or not pending before any Arbitrator, Tribunal or Court) or any denial of liability by the supplier/contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to BSCDCL in terms hereof.

We, the said Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of BSCDCL in writing. Unless a claim is made in writing within three months from the date of expiry of this guarantee i.e..... (three months after the date of expiry) we shall be relieved this guarantee thereafter from all liabilities under

Sign this day ofat

For and on behalf of Bank

WITNESS.

- 1.
- 2.

PROFORMA OF BANK GUARANTEE (FOR MOBILIZATION ADVANCE)

(Judicial Stamp paper of appropriate value as per stamp Act-of respective state)

Bhopal Smart City Development Corporation Limited, Near Natraj Petrol Pump, Sector A, Berkheda, Bhopal, Madhya Pradesh 4620231.0 In consideration of the Bhopal Smart City Development Corporation Limited, having its Registered Office at BSCDCL, Near Natraj Petrol Pump, Sector A, Berkheda, Bhopal (hereinafter called "BSCDCL" which expression shall unless repugnant to the subject or context include his successor and assigns) having agreed under the terms and conditions of Contract No.....dated..... made between.....and BSCDCL in connection with..... (hereinafter called "the said contract") to make at the request of the Contractor a Mobilization Advance of Rs..... for utilizing it for the purpose of the Contract on his furnishing a guarantee acceptable to BSCDCL, we the

..... Bank Ltd., (hereinafter referred to the "the said Bank") and having our registered office at..... do hereby guarantee the due recovery by BSCDCL of the said advance as provided according to the terms and conditions of the Contract. We..... do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from BSCDCL stating that the amount claimed is due to BSCDCL under the said Agreement. Any such demand made on the.....shall be conclusive as regards the amount due and payable by the..... under this guarantee and..... agree that the liability of the to pay BSCDCL the amount so demanded shall be absolute and unconditional notwithstanding any dispute or disputes raised by the Contractor and notwithstanding any legal proceeding pending in any court or Tribunal relating thereto. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... WeBank further agree that BSCDCL shall be the sole judge of and as to whether the amount claimed has fallen due to BSCDCL under the said agreement or whether the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract and the extent of loss or damage caused to or suffered by BSCDCL on account of the said advance together with interest not being recovered in full and the decision of BSCDCL that the amount has fallen due from contractor or the said Contractor has not utilized the said advance or any part thereto for the purpose of the contract and as to the amount or amounts of loss or damage caused to or suffered by BSCDCL shall be final and binding on us.

We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect till the said advance has been fully recovered and its claims satisfied or discharged and till BSCDCL certify that the said advance has been fully recovered from the said Contractor, and accordingly discharges this Guarantee subject, however, that BSCDCL shall have no claims under this Guarantee after the said advance has been fully recovered, unless a notice of the claims under this Guarantee has been served on the Bank before the expiry of the said Bank Guarantee in which case the same shall be enforceable against the Bank.

BSCDCL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity from time to time to vary any of the terms and conditions of the said Contract or the advance or to extend time of performance by the said Contractor or to postpone for any time and from time to time of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of terms and conditions governing the said Contract or the advance or securities available to BSCDCL and the said Bank shall not be released from its liability under these presents by any exercise by BSCDCL of the liberty with reference to the matters aforesaid or by reasons of time being given to the said Contractor or any other forbearance, act or mission on the part of BSCDCL or any indulgence by BSCDCL to

The said Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the bank from its such liability. 5.0 It shall not be necessary for BSCDCL to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which BSCDCL may have obtained or obtain from the Contractor or shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.

We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of BSCDCL in writing and agree that any change in the constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

Dated thisday of.....

For and on behalf of Bank

(NAME AND DESIGNATION)

Dated:

PROFORMA OF BANK GUARANTEE

(IN LIEU OF SECURITY DEPOSIT)

(Judicial Stamp paper of appropriate value as per stamp Act-of respective state)

Bhopal Smart City Development Corporation Ltd.,
Near Natraj Petrol Pump, Sector A, Berkheda, Bhopal

In consideration of the Bhopal Smart City Development Corporation Ltd., having its

Registered Office at Near Natraj Petrol Pump Sector A, Berkheda (hereinafter called "BSCDCL") which expression shall include its successors and assigns having awarded to M/s..... (hereinafter called "the Supplier/Contractor") which expression shall wherever the subject or context so permits includes its successors and assigns) a Contract in terms inter-alia of BSCDCL's letter No..... dated..... and the Contract/Purchase Conditions of BSCDCL and upon the condition of the Supplier/Contractor furnishing Security for the performance of the Supplier's obligations and /or discharge of the contractor's/supplier's liability under and/or in connection with the said supply contract upto a sum of Rs..... (Rupees.....only)

We,.....((hereinafter called "The Bank") which expression shall include its successors and assigns) hereby undertake and guarantee payment to BSCDCL forthwith on the same day on demand in writing and without protest or demur of any and all moneys payable by the supplier/contractor to BSCDCL under, in respect or in connection with the said contract inclusive of all the losses, damages, costs, charges and expenses and other moneys payable in respect of the above as specified in any notice of demand made by BSCDCL to the Bank with reference to this guarantee upto and aggregate limit of Rs.....(Rupees.....only) and the bank hereby agree with BSCDCL that:

This Guarantee shall be continuing guarantee and shall remain valid and irrevocable for all claims of BSCDCL and liabilities of Supplier/Contractor arising upto and until midnight of.....

This Guarantee shall be in addition to any other Guarantee or Security whatsoever that BSCDCL now or at anytime have in relation to the Supplier's obligations/liabilities under and/or in connection with the said supply/contract, and BSCDCL shall have full authority to take recourse or to enforce this Security in

preference to any other Guarantee or Security which BSCDCL may have or obtain and no forbearance on the part of BSCDCL in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its liability hereunder.

BSCDCL shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in respect of the Supplier's/Contractor's obligations and/ or liabilities under or in connection with the said supply/contract or to grant time and / or indulgence to the supplier / contractor or to increase or otherwise vary the prices or the total contract value or to release or to forbear from enforcement of all or any of the conditions under the said supply / contract and / or the remedies of BSCDCL under any other security/securities now or hereafter held by BSCDCL and no such dealings, increase(s) or other indulgence(s) or arrangement(s) with the supplier / contractor or releasing or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to BSCDCL hereunder or prejudicing rights of BSCDCL against the Bank. This Guarantee shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier / contractor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to BSCDCL in terms thereof.

The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the Bank in terms hereof shall not be otherwise affected or suspended by reason of any dispute or disputes having been raised by the supplier /contractor (whether or not pending before any Arbitrator, Tribunal or Court) or any denial or liability by the supplier/ contractor stopping/ preventing or purporting to stop or prevent any payment by the Bank to BSCDCL in terms thereof.

The amount stated in any notice of demand addressed by BSCDCL to the Guarantor as liable to be paid to BSCDCL by the supplier/contractor or as suffered or incurred by BSCDCL on account of any losses or damages, costs, charges and / or expenses shall as between the Bank and BSCDCL be conclusive of the amount so liable to be paid to BSCDCL or suffered or incurred by BSCDCL as the case may be and payable by the Guarantor to BSCDCL in terms hereof subject to a maximum of Rs(Rupees only),

Unless demand or claim under this Guarantee is made on the Guarantor in writing within three months from the date of expiry of the Guarantee i.e upto the Guarantor shall be discharged from all liabilities under this Guarantee there under.

Notwithstanding anything contained herein before our liability under this guarantee is restricted to Rs (Rupeesonly). This guarantee will expire on.....Any claim under this Guarantee must be received by us within three months from the date of expiry i.e..... (date, three months after the expiry date) and if no such claim has been received by us by that date all your rights under this guarantee will cease.

For and on behalf of the Bank

Place Date

WITNESS:

1.

2.

PROFORMA OF BANK GUARANTEE

(FOR MOBILIZATION ADVANCE WITH INTEREST BEARING)

(Judicial Stamp per Stamp Act - paper of appropriate value as respective state)

Bhopal Smart City Development Corporation Limited,
Bhopal, Pin- 462023

In consideration of the Bhopal Smart City Development Corporation Limited., having its Registered Office at Bhopal -462023 (hereinafter called "BSCDCL" which expression shall unless repugnant to the subject: or context Include his successor and assigns) having agreed under the terms and conditions of Contract No. dated made between (name of the contractor) and BSCDCL in connection with (name of work) (hereinafter called "the said contract") to make at the request of the Contractor a Mobilization Advance of Rs. carrying interest @ ... % p.a. for utilizing it for the purpose of the Contract on his furnishing a guarantee acceptable to BSCDCL, we the Bank (hereinafter referred to the "the said Bank") and having our registered office at do hereby guarantee the due recovery by BSCDCL of the said advance alongwith interest as provided according to the terms and conditions of the contract. We...

do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely, on a demand from BSCDCL stating that the amount claimed is due to BSCDCL under the said Agreement. Any such demand made on the said bank shall be conclusive as regards the amount due and payable by the said contractor under this guarantee and agree that the liability of the said bank to pay BSCDCL the amount so demanded shall be absolute and unconditional notwithstanding any dispute or disputes raised by the Contractor and notwithstanding any legal proceeding pending in any court or Tribunal relating thereto. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs inclusive of interest @% p.a.

We the said bank further agree that BSCDCL shall be the sole judge of and as to whether the amount claimed has fallen due to BSCDCL under the said agreement or whether the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract and the extent of loss or damage caused to or suffered by BSCDCL on account of the said advance together with interest not being recovered in full and the decision of BSCDCL that the amount has fallen due from' contractor or the said Contractor has not utilized the said advance or any part thereto for the purpose of the contract and as to the amount or amounts of loss or damage caused to or suffered by BSCDCL shall be final and binding on us.

We, the said Bank, further agree that the Guarantee herein contained shall remain

in full force and effect till the said advance has been fully recovered and its claims satisfied or discharged and till BSCDCL certify Contractor, and accordingly discharges this Guarantee subject, however, that BSCDCL shall have no claims under this Guarantee unless a notice of the claims under this Guarantee has been served on the Bank before the expiry of the said Bank Guarantee in which case the same shall be enforceable against the Bank.

BSCDCL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity from time to time to vary any of the terms and conditions of the said Contract or the advance or to extend time of performance by the said Contractor or to postpone for any time and from time to time of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of terms and conditions governing the said Contract or the advance or securities available to BSCDCL and the said Bank shall

not be released from its liability under these presents by any exercise by BSCDCL of the liberty with reference to the matters aforesaid or by reasons of time being given to the said Contractor or any other forbearance, act or omission on the part of BSCDCL or any indulgence by BSCDCL to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the bank from its suchliability.

It shall not be necessary for BSCDCL to proceed against the Contractor before proceeding against the Bank and Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which BSCDCL may have obtained or obtain from the Contractor or shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.

We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of BSCDCL in writing and agree that any change in the constitution of the said Contractor or the said Bank shall not discharge our liabilityhereunder.

Dated this..... day of.....

Place:

Date:

Witness:

1.

PROFORMA OF
INDENTURE FOR SECURED ADVANCE OR CREDIT

THIS INDENTURE made this day of _____ Between (hereinafter called the contractor) which expression shall where the Context as admits or implies be deemed to include his executor/administrators and assign of the one part and National Buildings Construction Corporation Ltd., having its Registered Office at BSCDCL, Bhopal (hereinafter called the Engineer) which expression shall where the context so admits or implies be deemed to include its successors and assign of the other part.

Whereas by an agreement dated (hereinafter called the said agreement). The Contractor has agreed to construct.....

And whereas the Contractor has applied to the Engineer that he may be or be given credited for materials brought by him to the site of the work subject to the said agreement for use in construction of the work.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. _____ (Rupees _____ only) paid to the contractor by the Engineer. The receipt where the Contractor hereby acknowledges and of such advance or credited (if any) as may be made to him as aforesaid the Contractor hereby covenants and agrees with The Engineer and declares as follows:

That all sums given as advance or credit by The Engineer to the Contractor as aforesaid shall be employed by the Constructor in or toward the execution of the said works and for no other purpose whatsoever.

That the material for which the advance or credit is given are offered to and accepted by The Engineer as security and are absolutely the Contractor's own property and free from encumbrances of any kind the Contractor will not make any application for or receives further advance or credit on the security or material which are not absolutely his own property and free from encumbrances of any kind and the Contractor shall indemnify The Engineer against any claims to any material in respect of which advance or credit has been made to him as aforesaid.

That the said material and all other material on the security of which any further advance or advances or credit may be given as aforesaid (hereinafter called the said materials) shall be used by the Contractor s solely in the execution of the said works in accordance with the direction of the Engineer and in terms of said agreement.

That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper safe custody and protection against all risks of the said material and that until used in the construction as aforesaid the material shall remain at the site of the said works in Contractor's custody and on his responsibility and shall at all times be open to inspection by The Engineer. In the events of the materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in greater degree than in due to reasonable use and wear thereof the Contractor will replace the same with other materials of like quality of repair and make good the same as required by The Engineer. That said material shall not on any account be removed from the site of work expect with the written permission of The Engineer.

That the advance shall be repayable in full when or before Contractor receives payment from The Engineer of the price payable to him for the said work under the term and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done then on the occasion of each payment

The Engineer will be at liberty to make a recovery from the Contractor's bill from such payments by deducting there from the value of the said materials than actually used in the contraction and in respect of which recovery has not been made previously. The value of this purpose being determined in respect of each description of materials at the rates at which the amounts of the advance as made under these presents was calculated.

That if the Contractor shall at any time make at any default in the performance of observance in respect of any of the terms and provisions of the said agreement or of that provisions the total amount of the advance or advances that may still be owing to The Engineer, shall immediately on the happening of such default be repayable by the Contractor to The Engineer together with interest thereon at 12% p.a. from the date of respective dated to such advance or advances to the date of payment and with all costs. Damages and expenses incurred by The Engineer in or for recovery hereof or the Contractor hereby covenants and agrees with The Engineer to repay and pay the same respective to him accordingly.

That the Contractor hereby charges all the said materials with the repayment to The Engineer of all sums advances or credit as aforesaid and all costs. Charges, damages and expenses payable under these presents PROVIDED ALWAYS it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and wherever the covenant for payment and repayment herein before contained shall be become enforceable and the money owing shall not be paid in accordance therewith. The Engineer may at any time thereafter adopt all or any of the following courses he may deem best:

Seize the utilize the said material or any part thereof in the completion of the said works in accordance with the provision in that behalf contained in the said agreement debating the Contractor with the actual cost of effecting such completion and the amount due in respect of advance or credit under these presents and crediting the Contractor with value of work done as if he has carried it out in accordance with the said agreement and the rates thereby provided if the balance is against the Contractor is to pay the same to the engineer on demand.

Remove and sell by public action the seized materials or any part thereof and out of the money arising from the sale repay the engineer under these presents and pay over the surplus (if any) to the Contractor.

Deduct all or any part of the moneys owing from any sums due to the contractor under said agreement. Expect in the event of such default on the part of contractor as aforesaid, interest or the said advance shall not be payable.

That in the event of conflict between the provisions of these presents and the said agreements, the provision of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents, the settlement of which has not been hereinbefore expressly provided for the same shall so far as is lawful be subject to jurisdiction of BHOPAL court only.

IN WITNESS whereof the said the engineer and the contractor hereunto set their respective hands and seals the day year first above written.

Signed Sealed and delivered by

Contractor

The Engineers

AGREEMENT FORM

This agreement made this day of (Month) (Year), between the **Bhopal Smart City Development Corporation Limited (BSCDCL)**, a company incorporated under the Companies Act, 1956 having its Registered Office at BSCDCL, Bhopal 462023 (hereinafter referred to as the “BSCDCL” which expression shall include its administrators, successors, executors and assigns) of the one part and **M/s (NAME OF CONTRACTOR)** (hereinafter referred to as the „Contractor“ which expression shall unless the context requires otherwise include its administrators, successors, executors and permitted assigns) of the otherpart.

WHEREAS, BSCDCL, has desirous of construction of **(NAME OF WORK)** (hereinafter referred to as the “PROJECT”) on behalf of the **(NAME OF OWNER/MINISTRY)** (hereinafter referred to as “OWNER”), had invited tenders as per Tender documents vide NIT No..

AND WHEREAS **(NAME OF CONTRACTOR)** had participated in the above referred tender vide theirtenderdated_____and BSCDCL has accepted their aforesaid tender and award the contract for **(NAME OF PROJECT)** on the terms and conditions contained in its Letter of Intent No._____and the documents referred to therein, which have been unequivocally accepted by **(NAME OF CONTRACTOR)** vide their acceptanceletterdated_____resulting into a contract.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

ARTICLE 1.0 – AWARD OF CONTRACT SCOPE OF

WORK

BSCDCL has awarded the contract to **(NAME OF CONTRACTOR)** for the work of **(NAME OF WORK)** on the terms and conditions in its letter of intent No.

_____dated_____and the documents referred to therein. The award has taken effect from **(DATE)** i.e. the date of issue of aforesaid letter of intent. The terms and expressions used in this agreement shall have the same meanings as are assigned to them in the “Contract Documents” referred to in the succeedingArticle.

ARTICLE 2.0 – CONTRACT DOCUMENTS

The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as “Contract Documents”).

BSCDCL Notice Inviting TendervideNo. _____ date_____and
BSCDCL’s tender documents consistingof: _____

General Conditions of Contract (GCC) alongwith amendments/errata to GCC (if any) issued (Volume-I).

Special Conditions of Contract including Appendices & Annexures, Volume-II.

Bill of Quantities alongwith amendments/corrigendum of schedule items, if any (Volume-II).

(NAME OF CONTRACTOR) letterproposaldated _____ and their subsequent communication:

Letter of Acceptance of Tender Conditions dated _____

BSCDCL's detailed Letter of Intent No. _____ dated _____ including Bill of

Quantities. Agreed time schedule, Contractor's Organization Chart and list of Plant and Equipment's submitted by Contractor.

All the aforesaid contract documents referred to in Para 2.1 and 2.2 above shall form an integral part of this Agreement, in so far as the same or any part thereof conform to the tender documents and what has been specifically agreed to by BSCDCL in its Letter of Intent. Any matter inconsistent therewith, contrary or repugnant thereto or deviations taken by the Contractor in its "TENDER" but not agreed to specifically by BSCDCL in its Letter of Intent, shall be deemed to have been withdrawn by the Contractor without any cost implication to BSCDCL. For the sake of brevity, this Agreement along with its aforesaid contract documents and Letter of Intent shall be referred to as the "Contract".

ARTICLE 3.0 - CONDITIONS & CONVENANTS

The scope of Contract, Consideration, terms of payments, advance, security deposits, taxes wherever applicable, insurance, agreed time schedule, compensation for delay and all other terms and conditions contained in BSCDCL's Letter of Intent No.

_____ dated _____ are to be read in conjunction with other aforesaid contract documents. The contract shall be duly performed by the contractor strictly and faithfully in accordance with the terms of this contract.

The scope of work shall also include all such items which are not specifically mentioned in the Contract Documents but which are reasonably implied for the satisfactory completion of the entire scope of work envisaged under this contract unless otherwise specifically excluded from the scope of work in the Letter of Intent.

Contractor shall adhere to all requirements stipulated in the Contract documents.

Time is the essence of the Contract and it shall be strictly adhered to. The progress of work shall conform to agreed works schedule/contract documents and Letter of Intent.

This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representative of both the parties.

The total contract price for the entire scope of this contract as detailed in Letter of Intent isRs.

_____ (Rupees

_____ only), which shall be governed by the stipulations of

ARTICLE 4.0 – NO WAIVER OF RIGHTS

Neither the inspection by BSCDCL or the Engineer-in-Charge or Owner or any of their officials, employees or agents nor order by BSCDCL or the Engineer-in-Charge for payment of money or any payment for or acceptance of, the whole or any part of the work by BSCDCL or the Engineer-in-Charge nor any extension of time nor any possession taken by the Engineer-in-Charge shall operate as waiver of any provisions of the contract, or of any power herein reserved to BSCDCL, or any right to damage herein provided, nor shall any waiver of any breach in the contract be held to be a waiver or any other or subsequent breach.

ARTICLE 5.0 – GOVERNING LAW AND JURISDICTION

The Laws applicable to this contract shall be the laws in force in India and jurisdiction of BHOPAL Court (s) only.

Notice of Default

Notice of default given by either party to the other party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto, if delivered against acknowledgment due or by FAX or by registered mail duly addressed to the signatories at the address mentioned hereinabove.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution whereof has been approved by the Competent Authorities of both the parties) on the day, month and year first above mentioned at BHOPAL.

For and on behalf of:

For and on behalf of:

(NAME OF CONTRACTOR) (M/s Bhopal Smart City Development Corporation)

WITNESS:

WITNESS:

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SCOPE OF WORK

The List of ROADS proposed under this contract will intimate later to a successful bidder. The specification of Brand New/old Road Sweeping machines required by BSCDCL to be used by the contractor during contract period is attached as Annexure 1.

- Providing minimum 04 nos. New/Old (Old Road sweeping machine limited to 01no) Road sweeping machines as per the specification given in the tender document and daily operation and maintenance of these road sweeping machines for complete duration of the contract.
- Mechanized Street/road sweeping including Street level collection of Municipal Solid Waste and litter picking upto total ROW of road manually/mechanized in Area/roads as designated by the Authority.
- Small vehicles and manpower including drivers for small vehicles for litter picking shall be provided by the contractor. Transportation of the collected waste/dust/dirt in these closed vehicles to designated spot as directed by the BSCDCL shall be done by the contractor at no extra cost.
- Procure, provide, maintain necessary tools, equipment machinery, manpower, fuel and vehicles for mechanized road sweeping.
- **BSCDCL is not purchasing the road sweeping machines. Contractor has to bring his minimum 04 new/old road sweeping machines. Road sweeping through these Mechanical Sweeper shall be done on Roads of municipality limits of Bhopal City as instructed by BSCDCL officials.**
- All vehicles should have GPS system fitted in it. It will be responsibility of the contract to keep the GPS system in working condition. Contractor should keep spare GPS system available with them in case of any fault or breakage in GPS system. The monitoring of the complete system will be done by BSCDCL. The GPS system shall be integrated with central command center of BSCDCL no extra cost shall be pay to the bidder for the integration.
- The attendance of the workers working in the contract shall have to be done on biometric attendance machines. The arrangement of the biometric machines and its operation will have to be done by successful bidder. Contractor should keep spare biometric system available with them in case of any fault or breakage in biometric machines system. The monitoring of the complete system will be done by BSCDCL through biometric machines for workers and real time basis by GPRS on vehicles and system integrated with central command center of BSCDCL installed under the pan city initiative of Smart city.
- The road sweeping shall be done at least 8 hours a day by each machine. However the actual timing may be reduced or extended by Contractor as per the site conditions and need of work. It shall be performance based contract.
- **BSCDCL guarantees at least clean upto 100kms ROW(4-Lane) length a day with required minimum numbers of Sweeping machines. The working shall be for 7 days a week. (if Bidder supply min 04 numbers of machines, total hours in**

a month 8hours x30days x 04 machines = 960 hours).

- During 960 working hours per month road sweeping machines should clean at least minimum 3000kms ROW(4-lane)length (i.e. 100kms Row per day with required number of vehicles).In case the contractor do not sweep 3000 kmROW length per month he will have to sweep the 3000 kms ROW length using extra hours/extra machine for which no extra payment shall be paid . If ROW(4-lane) width(per lane width= 3.5m) is more than or less than a Lane,for extra lane amount of work payment shall be paid extra or deducted on pro data basis.
- In case BSCDCL does not provide minimum 3000 Kms ROW Length per work for these machines per month, BSCDCL shall pay the contractor for minimum 3000KMs ROW Length work per month. If the contractor is unable to run road sweeping machines for minimum 3000 KMs ROW length per month the penalty of Rs.3000 per KM ROW length of the deficit Kms ROW Length will be penalized. The payment will be done only for the ROW Kms Length of work done by road sweeping machines.
- If the Contractor does not sweep 100 kmsROW(4-lane) in 8-Hours a day than it will take extra hours/Extra Machines need to be sweep. Without any extra cost. If he fails then penalty will applicable.
- If contractor is asked to work more than 3000KMs ROW Length in a month payment shall be made on pro-rata basis of the extra work done.Extra payment for the work is only applicable if contractors complete its work with its machines 3000 kmROW length for that month with his required machines.
- This task shall consist of cleaning the Main Carriageway/Service Roads/Flyovers by mechanical road sweepers of required technical specification.
- The mechanical sweeping shall be conducted on the Carriageways where it is conducive for the same. The remaining portion of the road stretch (i.e.where mechanical sweeper is not able to work) on both sides (wall to wall basis) shall be cleaned manually and shall be made litter free.
- The work will be divided into two, primary work classifications, i.e., regular scheduled facilities which will be swept on regular basis and requestfacilities (on-call basis or emergency calls) which will be swept as needed (i.e. Key events or natural calamities like storm, cyclone etc.)
- All roads under the contract shall be cleaned at least in a week or as directed by, Bhopal Smart City Development Corporation Limited.
- Contractor has to deploy minimum 04 no's water jet machines with required manpower fuel etc complete i.e. 1 no water jet machine with each road sweeping machine or jet machine mounted sweeping machine,to wash and clean monuments, footpaths, central verge and rotary. Litter picking upto ROW /area where has to be done by the contractor.
- The No of Water Jet Machines shall be increases accordingly if Road Sweeping machines increases.
- Minimum breakdown allow for the period of 48-hours, maximum for 01nos of sweeping machines. Breakdown willconsideronlywhile given the prior information. Otherwise penalty will applicable for ROW Length KMs basis.
- Contractor should Procure/maintain/ keep in stock, necessary tools, equipment, machinery, manpower, fuel, spares, brushes etc for the road sweeping machines in use. No extra payment for these shall be made.
- Contractor's scope shall be limited to Mechanized Road sweeping and litter

picking ROW of the road.

- For any accident, any injury or physical harm to any person in caused by operations, the concessionaire shall be solely responsible for it and shall bear all the cost associated with such eventualities.
- All the registration of vehicle and insurance complete comes under the Bidder's scope.
- Atleast 04nos of Labour required with each sweeping machines to help litter picking and cleaning entire ROW including median, green verge, shoulder,footpath, rotary, monuments etc.
- The bidder shall procure minimum Two sets of litter picking vehicle for transportation of C&D waste (obtained from litter picking) as per Technical Specifications.
- For the purpose of this RFP, it is estimated that eachLitterpickingVehicle shall beengaged for minimum 5 trips in a day. However, the same is indicative for calculationof Annual Operating Cost and may increase or decrease in actual. Thepayment shall be made as per the trip rate quoted by the selected Bidder.
- The work shall consist of cleaning all street furniture, statues and roadsidesignages falling within the jurisdiction of assigned road stretch.
- BSCDCL shall provide the place for workshop for maintenance of sweeping vehicles and equipments/machine used in this scope of work. Development of area for workshop and stock yard shall be done by bidders at his cost. No extra amount pay to the bidder.
- Rate analysis will considered on the basis of kms ROW(4-lane) length with the reference of minimum 100 KMs ROW length in a day & 3000KMs ROW Length required to be sweep in a month with required nos of Sweeping Machines (Minimum 4 no's of machine required) and min 2 sets of litter picking vehicles for ROW.

PAYMENT TERM

The payment shall be done by on Quarterly basis:

- 80% of the bill amount shall be released within 5 days of submission of acceptable bill as per amount of work done.
- 20% of the bill amount shall be released within next 15 days on verification of work done and bill submitted.
- Applicable Taxes as per rules shall be deducted
- Penalties if any shall be deducted.
- The rates shall be calculated on the basis of ROW KM Length Basis.

RESPONSIBILITIES

14. BSCDCL's Responsibilities

14.1 The staff of BSCDCL shall super-wise and monitor the Contractor's work and services in the direction of the Competent Authority at all times and notifies the Contractor of any defects found/identified in operation and service level during inspection. Such inspection/checking shall not affect the Contractor's responsibilities. The Contractor shall have to correct a

- defect and improve service level within the time specified in the notices.
- 14.2 BSCDCL shall provide the place for workshop for maintenance of sweeping vehicles and equipments/machine used in this scope of work.

15. Contractor's Responsibilities

- 15.1 The Contractor shall not modify or alter any operations and timings with prior permission of the Competent Authority.
- 15.2 The Contractor shall carry out his operations, perform work and provide services so as not to interfere unnecessarily or improperly with the convenience of the public.
- 15.3 Carrying out his operations, and shall be fully responsible for carrying out the operations in a safe and secure manner, consistent with the law of the land, laws and regulations and directives of any Authority and permissions.
- 15.4 The Contractor shall be responsible for the safety of all his activities & his personnel deployed for performing the work and providing services under this contract and shall be absolutely and solely responsible for any and all kinds of injuries or damages to person and property of any description whatever may be caused by or result from the operations carried out, whether these may have been carried out skillfully and carefully and strictly in conformity with the provisions of the specifications or not.
- 15.5 Procurement of spares, accessories, tyres, tubes, hydraulic oil, lubricants, diesel, petrol etc. for day to day running, operation and maintenance of transportation vehicles and equipments shall be borne by the Contractor.

16. Environmental Compliance

- 16.1 The Contractor shall, at all times, ensure his operations and services regarding conforming to the laws pertaining to environment, health and safety aspect including MSW Rules, 2016, policies and guidelines related thereto.

17. Land Use

The Contractor shall ensure optimum utilization of BSCDCL's Workshop/ Parking Space, being provided to the Contractor under this contract, and shall not use the space for any purpose unconnected or unrelated to the scope of work.

18. Maintenance of Records

- 18.1 The Contractor shall maintain records in the format as required by BSCDCL.

19. Sale/disposal of Recyclable Waste

- 19.1 The Contractor shall not sell or otherwise dispose of recyclable waste,

recovered from the Municipal Solid Waste.

20. Insurance

20.1 The Contractor shall insure his workmen etc. No additional burden should fall on the BSCDCL due to absence of insurance.

21. Accidents

21.1 It shall be the Contractor's responsibility to protect to workmen, materials, equipment, vehicles and other immovable property in possession against accidents.

21.2 In the event of accident/damage by the vehicles, which are in possession of Contractor under this Contract, the BSCDCL shall be completely free from any liability of any nature occurred due to accident (s). The Contractor shall be fully and exclusively -responsible for any damage to/by vehicles including driver and helpers/citizens.

22.3 The Contractor shall be solely responsible for any death or body injury to his staff member or any of the people/person in the employment of the Contractor. This includes any third party claims.

22.4 The Contractor shall be solely responsible for any consequences under laws arising out of any accident by BSCDCL vehicles in his possession or his employees to the property or personnel of the BSCDCL.

22.5 The BSCDCL shall not be responsible for any claim/compensation that may arise due to damages/ injury/death pilferage to the Contractor's vehicles in his possession, machinery, property, staff and any third party or the property any circumstances while providing services under the Contractor.

22.6 On the occurrence of an accident, arising out of works, which results in death or which is so serious as to be likely to result in death, the Contractor shall within 24 hours of such accident, report in writing to the Competent Authority, the facts stating clearly and in sufficient details the circumstances of such accident and the subsequent action taken.

22.7 In the event of an accident in respect of which compensation may become payable under The Workmen's Compensation Act, (VIII of 1923) or any other act including all modifications hereof whether such compensation may become payable by the Contractor the BSCDCL shall retain whole or part of the deposit due and payable to the Contractor such sum or sums or money as may in the opinion of the BSCDCL sufficient to meet out liability, on receipt of award from the court.

23. Indemnification

23.1 The Contractor shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the

operations and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

23.2 The Contractor shall at all times indemnify the Corporation against all claims, damages or compensation under the provisions of,

- i. Payment of Wages Act, 1936;
- ii. Minimum Wages Act, 1948;
- iii. Employers Liability Act, 1938;
- iv. The Workmen's Compensation Act, 1923;
- viii Any other relevant act

or any modifications thereof and rules made there under from time to time or as a consequence or any accident or injury to any workman or other persons in or about the operations, and also against all cost, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any such claim without limiting his/her obligations and liabilities as above provided.

24. Contractor's Superintendence

24.1 The Contractor shall provide all necessary superintendence while carrying out his operations for the proper fulfilling of the Contractor's obligations under the Contract. The Contractor shall nominate a competent and authorized representative ("Contractor's Representative") approved by the Competent Authority, which approval may at any time be withdrawn. The Contractor's Representative shall give his whole time to the superintendence of the operations and shall receive, on behalf of the Contractor, instructions from the Health Officer/Chief Sanitary Inspectors/Zonal Officers, which shall be deemed received by the Contractor.

24.2 If the Competent Authority withdraws approval of the representative, the Contractor shall remove the representative from the operations within thirty (30) days, and replace him by another representative approved by the Competent Authority.

G. CONTRACT PERFORMANCE

25. Reporting

25.1 The Contractor shall provide mobile phones to Manager and Supervisors. These telephone numbers should be communicated to BSCDCL.

25.2 The Contractor shall carry out all reporting to the concerned Officers and Health Officer of Bhopal Smart City Development Corporation Limited, Bhopal as follows.

- A daily Summary of work carried out shall be submitted to the EIC weekly in Format as required by BSCDCL.
- A daily report of complaint received from the Public/Municipal Staff and taken actions shall be submitted to the office of EIC weekly in Format required by BSCDCL.

26. Pre-operational Infrastructure

26.1 The Contractor shall arrange to provide the infrastructure for daily road sweeping including O&M requirements under this contract.

Man-Power

- (i) Driver, helpers & at least 04nos with each Sweeping machine for litter picking upto ROW of cleaning face
- (ii) Supervisor level staff for supervision and monitoring
- (iii) Head of O&M of Entire project & relative staff for different scope of work
- (iv) Staff for monitoring the movement of vehicle on daily basis, record, detail report for the same

H. CONTRACT PRICE AND PAYMENT

27. Contract Price

27.1 The Contract Price shall cover all expenditure incurred on vehicle, staff, establishment, maintenance and repairs, spares and consumables, and any other expenses, The Contract Price shall also include all duties, taxes, that may be levied in accordance to the laws and regulation in-force on the Contractor's equipment, materials, supplies (permanent, temporary and consumables) to be used on or furnished under the Contract and on the operations to be performed under the Contract. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any Tax that may be levied on its operations or on profits made by him in respect of the Contract.

27.2 The Contractor shall pay Taxes on all payments made to him under the Contract. The Contractor shall pay all the Taxes directly to the Government of Madhya Pradesh and to the Government of India or to the concerned department. BSCDCL shall not take any responsibility for any kind of Tax payment to the Government or Quasi-Government bodies at any point of time, other than those required to be deducted at source before the payments are made to the Contractor under any law & those practice to the BSCDCL. The Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

28. Procedure of Payment

28.1 The Contractor should submit the Bank and its branch name with his Account Number to BSCDCL through the Competent Authority after signing the agreement under this contract. BSCDCL shall make payment only by account payee cheque or directly to the contractor in his authorized account .

28.2 The Contractor shall raise monthly bills as per the rate approved under the

contract. The bills shall be in accordance with the operations carried out during the contract period from the last date of previous bill.

28.3 The Contractor shall submit on or before the seventh day of every month bills in triplicate to the **CEO, Bhopal Smart City Development Corporation Limited** with the following reports. .

- Monthly performance evaluation report in Format as required by BSCDCL.
- Monthly report of BSCDCL vehicles in Format as required by BSCDCL.

28.4 The payment will be made in Indian Rupees only within 30 days of the receipt of the correct and accurate bill.

29. Events of Default Contractor event of default

- At any time after the Commencement Date, the Competent Authority may investigate where the Contractor has failed to properly perform the operations in accordance with this contract. The Competent Authority shall issue a notice to the Contractor, instructing him to rectify the failure within a reasonable time.
- An event of default on the part of the Contractor, which results from the Contractor being unable to fulfill his service obligations under the contract, shall be deemed as a serious default, and is said to have occurred due to any of the following causes:

1. The Contractor

- (i) has repudiated the Contract, or
- (ii) without reasonable excuse has failed to commence operations in accordance with this contract and or failed to complete the activities/operations within the time stipulated for completion

2. Gross misconduct of the Contractor;

- (i) Despite previous warning from the Competent Authority, in writing, is otherwise persistently or flagrantly neglecting to comply with any of his obligations under the Contract;
- (ii) The Contractor persistently fails to follow Good Operating Practices in execution of the Contract
- (iii) The Contractor stops providing the operations and the stoppage has not been authorized by the Competent Authority;
- (iv) The Competent Authority gives notice that failure to correct a particular defect is a fundamental breach of contract and Contractor fails to correct it within a reasonable period of time determined by the Competent Authority;

- (v) If the Contractor is in breach of any law or statute governing the Operations;
- (vi) The Contractor, in the judgment of the Corporation, has engaged in Corrupt and Fraudulent Practices in competing for or in carrying out the Operations under the Contract;
- (vii) The Contractor (in case of a consortium) has modified the composition of the consortium and/or the responsibility of each member of the consortium without prior approval of the Corporation;
- (viii) The Contractor is unable to maintain the composition and structure of his organization due to any of the following causes:
 - The Contractor enters into voluntary or involuntary bankruptcy, or liquidation;
 - The Contractor becomes insolvent;
 - A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets; and
 - Any act is done or event occurs with respect to the Contractor or his assets, which, under any applicable law has substantially similar effect to any of the foregoing acts or events.

29. Termination of Contract Due to Event of Default

30.1 (a) Termination for Contractor Event of Default

Without prejudice to any other right or remedy which BSCDCL may have in respect thereof under this contract, upon the occurrence of Contractor Event of Default, the BSCDCL may, subject to the provisions of this contract, terminate this contract in the manner as set out under

- (i) If BSCDCL decides to terminate this contract upon the occurrence of a Contractor Event of major Default, in the first instance, he shall issue preliminary notice to the Contractor. Within fifteen (15) days of receipt of preliminary notice, the Contractor shall submit to BSCDCL through the Competent Authority in sufficient detail, the manner in which he proposes to cure the underlying Event of Default. In case of non- submission of the Contractor's proposal to rectify within the said period of fifteen (15) days, BSCDCL shall be entitled to terminate this Contract by issuing termination notice and carry out the operations through a Successor Contractor or by Corporation at the risk and cost of the Contractor. If the total amount due to the Corporation exceeds any payment due to the Contractor, the difference shall be a debt payable to the Corporation.
- (ii) If the Contractor's proposal to rectify the underlying event of default is submitted within the period stipulated therefore, the Contractor

shall have further period of fifteen (15) days to remedy/cure the underlying event of default. If, however the contractor fails to remedy/cure the underlying event of default within such further period allowed, BSCDCL shall be entitled this contract, by issue of termination notice and carry out the operations through a Successor Contractor or by Corporation at the risk and cost of the Contractor. If the total amount due to the Corporation exceeds any payment due to the Contractor, the difference shall be a debt payable to the Corporation.

(b) Withdrawal of Termination Notice

Notwithstanding anything inconsistent contained in this contract, if the contractor served with the termination Notice cures the underlying event of default to the satisfaction of BSCDCL at any time before the termination occurs, the termination notice shall be withdrawn by the BSCDCL which had issued the same. Provided that the Party in breach shall compensate the BSCDCL for any direct costs/ consequences occasioned by the event of default which caused the issue of termination notice.

30.2 Rights of BSCDCL on Termination

Upon termination of this agreement for any reason whatsoever BSCDCL shall upon making the termination Payment, if any, to the concessionaire have the power and authority to:

- (i) Enter upon and take possession and control of the workshop and office space.
- (ii) Prohibit the Contractor any person claiming through or under the contract from entering upon/dealing with workshop and office/parking space

31. Force Majeure Event

31.1 Any of the following events which is beyond the control of the party claiming to be affected thereby(“Affected Party”), and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and result in Material Adverse Effect shall constitute Force Majeure Event:

- (a) earthquake, flood, inundation and landslide;
- (b) storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
- (c) fire caused by reasons not attributable to the Contractor or any of the employees, or agents of the Contractor.
- (d) acts of terrorism
- (e) strikes, labor disruptions, any other disruptions or public unrest not

arising on account of acts of the Contractor

- (f) action of Government Agencies having Material Adverse Effect, including but not limited to
 - (i) acts of expropriation compulsory acquisition or take over by any Government agency of the landfill site facilities or any part thereof
 - (ii) any judgment or order of a court of competent jurisdiction or statutory authority in India made against the Contractor in any preceding, which is non-collusive and duly prosecuted. Any unlawful, unauthorized or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Permits, in each case for reason other than the Contractor's breach or failure in complying with the MSW rule, 2000, O&M requirements defined in the Contract, Applicable laws, Applicable permits, any judgment or order of any Government Agency or of any Contract by which the Contractor as the case may be is bound.
 - (iv) Early termination of this agreement by BSCDCL for reason of national emergency or national security.
- (g) war, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionizing radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions.
- (h) strikes, work to rule actions, go slow or similar labour difficulty in the city as a whole and not specific to the work
- (i) any resistance from the citizens or any other groups not allowing to perform the Project/work as stipulated in the tender.

31.2 Force Majeure shall not apply in the following circumstances and events.

- (a) Un-availability, late delivery of the spares, vehicles, machineries, equipments, materials and consumables for the work on account in change cost delay in manufacture
- (b) A delay in performance of any other agency or employees of the contractor.
- (c) Non performance of vehicles, equipments, machineries resulting from wear and tear and not maintained in time.
- (d) Non performance on account of failure to comply with any laws of India related to the work.

31.3 Neither BSCDCL nor the Contractor shall be considered in default or in contractual breach to the extent that performance of obligations is prevented by a Force Majeure Event which arises after the date of issue of work order.

31.4 Upon occurrence of an event considered by the Contractor to constitute Force Majeure and which may affect performance of his obligations, he shall promptly notify BSCDCL's Representative, and shall endeavor to continue to perform his obligations as far as reasonably practicable. The Contractor shall also notify BSCDCL's Representative of any proposals, including any reasonable alternative means for performance, but shall not effect such proposals, without the consent of BSCDCL's Representative.

31.5 Upon occurrence of any event considered by BSCDCL to constitute Force Majeure, and which may affect performance of BSCDCL's obligations, he shall promptly notify the Contractor and the Contractor's Representative, and shall endeavor to continue to perform his obligations as far as reasonably practicable. BSCDCL shall also notify the Contractor of any proposals with the objectives of completing the works and mitigating any increased costs to BSCDCL and the Contractor.

31.6 Procedure for Calling Force Majeure:

- (i) The Party claiming Force Majeure shall inform the other Party of the situation of Force Majeure as soon as reasonably practicable. The efforts made by the Affected Party in overcoming the effects will be conveyed to the other Party with supporting data including relief from them.
- (ii) The Affected Party shall also inform to the other Party cessation of the Force Majeure or circumstances and report regarding the total relief of what so ever nature desired by the affected Party.
- (iii) Neither party shall then be responsible or liable for any action under the tender conditions for failure or delay in performance of the work under the contract.
- (iv) The period allowed for restoration of the normal performance by the Parties of such obligation shall be extended on day to day basis based on merit and mutual consent of the parties.
- (v) Each party shall use reasonable efforts to mitigate the effects of any event or circumstances of Force Majeure and to cooperate to develop and implement a plan of remedial and reasonable alternative measures to remove the event of Force Majeure. The Contractor shall perform his obligations under the contract as near as it is reasonably practical, also shall seek all reasonable alternative means of performance.
- (vi) When the Affected Party is able to resume performance of its obligations under this Contract, it shall promptly give the other Party a written notice to that effect provided that in no event shall the suspension of performance be of greater scope and of longer duration than is necessitated by Force Majeure.

- (vii) The rights and obligations of the Affected Party shall be suspended to the extent they are affected by the Force Majeure, BSCDCL shall not be liable to make any payment to the contractor for him being affected on account of Force Majeure. In this situation, the Contractor shall only be paid for the work done.

32. No Breach of Obligations

32.1 The Contractor shall not be considered to be in breach of his obligation under this Contract nor shall it incur or suffer any liability if and to the extent performance of any of his obligations under this Contract is affected by or on account of any of the following.

- a. Force Majeure Event,
- b. Compliance with the instruction of the Competent Authority /Representative of Competent Authority or the directions of any Government Agency other than instructions issued as a consequence of a breach by the Contract of any its obligations hereunder,

Special Conditions of the Contract (SCC)

- 1) The Bidder must have to Sweep atleast 100kms ROW Length in a Day with required numbers of Truck mounted / Self propelled Sweeping Machines (Minimum 04No's sweeping Machines are required in which New/Old will allow but old machine limited to 01no only).
- 2) The Bidder should have to clean atleast 3000Kms ROW length in a month.
- 3) Working hours in a day shall be considered 08 hours and in a month 960 hours (with minimum 04 no's of vehicles)
- 4) The price variation only applicable on Fuel Rates that can also be considered if the Quarterly variation of fuel cost more than +/-5%. If the rates of fuel quarterly average more than 5% that shall be extra pay or deducted in Quarterly Payment.
- 5) It is considered that the rates quoted by the bidder is an yearly basis, percentage for fuel cost will be taken 25% of the total quoted cost.
- 6) For example if the quarterly rate comes Rs.`A` than the fuel cost quarterly shall be taken 25% of Rs.`A` i.e. Rs.`B` (here B is 25% of A) and the variation will be calculated on Rs.`B`.
- 7) The fuel cost will be calculated 25% from the Quoted amount individually on yearly basis.
- 8) The calculation for Quarterly Average fuel price (In three months) is taken as follows-

For Example-

- i) Fuel price P Rs. for 'N' days
- ii) Fuel price Q Rs. for 'M' days
- iii) Fuel price S Rs. For 'O' days

Since NDays+MDays+ODays
=90Days (three months)

$$\text{Quarterly average fuel price} = \frac{(PxN) + (QxM) + (SxO) + \dots n}{90\text{Days}}$$

Rs.

Note- Days N/M/O shall be zero

- 9) The payment shall be made on Quarterly basis.
- 10) The Penalty will applicable if the 100Kms ROW length will not Sweep in a day on the basis of 3000Rs. Per KM ROW Length.
- 11) The Bidder should be deploy min 04 nos of Truck mounted/ self propelled mechanized Road Sweeping machine along with waterjet machine/mechanism with each machines. If no of vehicles increased the water jet machine/mechanism will also increased proposnaly.
- 12) Atleast Two set of Litter picking Vehicles, if two nos is insufficient then bidder shall be increase the litter picking vehicle as per requirement. But there is no extra cost shall be paid.
- 13) The work Space for workshop, vehicle standing, stock area for spare parts etc. shall be provide by BSCDCL free of cost, development of that area shall be done by successful

bidder. No extra cost shall be paid.

14) Minimum numbers of 04 labours are required to each sweeping machine to litter picking upto area of ROW.

15) The dumping yard for the litter picker waste shall be provide by BSCDCL.

16) The Working schedule and working method will approved by the Engineer-in-charge of BSCDCL. If there is any changed in schedule then it shall be approved by BSCDCL.

17) Supervisor level staff required for the movement, maintenance, laboursupervision , litter picking vehicle movement, KMs analysis etc.

18) IT Engineer will also deploy at BSCDCL's Control command center for controlling the movement, record, tracking the vehicle, and preparation of report of daily basis work and same shall be submit to BSCDCL Daily and monthly basis.

Annexure 1

The contractor shall have to bring for the contract sweeping machines with at least following specification:

Category-01

S.No.	Item Description	Minimum Bid Requirement
1	Type	Truck Mounted
2	Minimum Sweeping Width	2200mm with cylindrical brushes and side brush. The sweeping consists of one central cylindrical brush, two side brushes and two suction heads. Sweeping is carried out with the help of central brush and one of the side brushes. The orientation of the central brush can be adjusted towards right and left as per requirement depending upon the direction of the travel of the machine for the cleaning the dirt on the right or left side of the road or along the central verge or side kerb as per sweeping requirement.
3	Container Volume	Minimum 5.0 cum capacity made of heavy duty high corrosion resistant steel
4	Suction hose behind the flat length	5 meter
5	Dust Control	By water sprinkling nozzles
6	Auxiliary Engine	4-Cylinder
7	Min Auxiliary Engine Rating	100 HP
8	Gross Vehicle weight	15-18 Tons (4x2) Chassis
9	Cleaning Speed	Upto 10Km/Hr
10	Min Engine Rating of chassis	1200 HP or Higher
11	Wheel Base	Min 3200mm
12	Conical Brush	Dia Min 650mm
13	Main brush / cross brush	400mm x 1500mm Approx

Or Category-02

S.No.	Item Description	Minimum Bid Requirement
1	Type	Self Propelled
2	Suction hose	4 meter
3	Sweeping Speed	12 Km/Hr
4	Suction Nozzle	750 mm
5	No. of Cylinders	4
6	Power	Min 160 HP
7	Body / Hopper	Stainless Steel (S.S 304)
8	Wheel Base	2900 mm
9	Gross vehicle Weight	10-12 tons
10	Container Volume	Minimum 5.0 cum capacity
11	Conical Brush	Dia Min 650mm
12	Main brush / cross brush	400mm x 1500mm Approx

1. The sweeping machine should have tipping mechanism which can directly tip to compactor and small vehicles.
2. Bidder has to give specification and capacity of road sweeping machines along with the technical bid. If machines are in line with the BSCDCL requirement for the purpose they shall be considered.
3. Financial bids of only those bidders who technically and financially qualify and BSCDCL finds suitable with the specification of machines submitted in the technical bid shall be opened.
4. Contractor has to deploy 04 water jet machine with required manpower fuel etc complete i.e. 1 no. with each road sweeping machine to wash and clean monuments, footpaths, central verge and rotary. Litter picking up to ROW of road has to be done by the contractor.

Category-03 (Vehicle Specification for litter picking)

S.No.	Item Description	Minimum Bid Requirement
1	Engine Horse Power	42
2	Numbers of Cylinders	3
3	PTO RPM @ ERPM 540	1800
4	Hydraulic Lift Capacity kgf	1200
5	Wheel Base	1950
6	Vibration at Seat (Microns)	80
7	Hydraulic Pump	Submerged with Oil/Outside
8	Dual Tec Bio Diesel	Compatible
9	Brake	6 inch size
10	Attached Trailer Capacity	3 Tons
11	GPS Tracking system	1 per vehicle

SCHEDULE B

FORMAT FINANCIAL BID

(To be submitted online only)

Operation with Comprehensive Maintenance of required numbers new/old Road Sweeping Machines for Dry/Wet Cleaning of 100kms ROW in a day, of Main Roads for Municipality limits of Bhopal city for the period of Six (6) years (Second Call)

1. Rate must be Exclusive of all taxes and GST
2. Rate must be submitted in the Performa of schedule of rate.
3. All the terms of the tender document are applicable.

Schedule of Rate

SR. NO	DESCRIPTION	Amount in Rs. (Per Year Basis)
1	Operation with Comprehensive Maintenance of minimum of 4 nos new/old Road Sweeping Machines for Dry/Wet Cleaning of 100kms ROW in a day, of Main Roads for Municipality limits of Bhopal city for the period of Six (6) years with two sets of Litter picking Team	[Rate analysis considered on the basis of ROW(4-lane) length kms with the reference of minimum KMs required to be sweep in a month with each Sweeping Machine and litter picking upto ROW]
	1 st Year	
	2 nd Year	
	3 rd Year	
	4 th Year	
	5 th Year	
	6 th Year	

Date:

(Sign.& Stamp of the Bidder)