

## **BIDDING DOCUMENT FOR**

**Sweeping of Northern Bye-pass starting from  
Rajeev Chowk to Hisar Bye-pass Chowk, within  
the jurisdiction of MCR, by deploying Mechanical  
Sweeping Machine of required capacity**



**TENDER FEE: RS. 5000.00 (Non-refundable)**

**Issued by:**

**Municipal Corporation, Rohtak**

website: [www.mcrohtak.gov.in](http://www.mcrohtak.gov.in),

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## **MASTER INDEX**

**Sweeping of Northern Bye-pass starting from Rajeev Chowk to Hisar Bye-pass Chowk, within the jurisdiction of MCR, by deploying Mechanical Sweeping Machine of required capacity**

**NAME OF WORK : Sweeping of Northern Bye-pass starting from Rajeev Chowk to Hisar Bye-pass Chowk, within the jurisdiction of MCR, by deploying Mechanical Sweeping Machine of required capacity**

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## **NOTICE INVITING BID (NIB)**

### **(Global Competitive Bidding)**

**NAME OF WORK:** Sweeping of Northern Bye-pass starting from Rajeev Chowk to Hisar Bye-pass Chowk, within the jurisdiction of MCR, by deploying Mechanical Sweeping Machine of required capacity.

### **DISCLAIMER**

The information contained in this Bidding Document (BD) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of MCR or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this BD and such other terms and conditions subject to which such information is provided.

This BD is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this BD is to provide interested parties with information that may be useful to them in the formulation of their application for Proposal pursuant to this BD (the "**Application**"). This BD includes statements, which reflect various assumptions and assessments arrived at by MCR in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This BD may not be appropriate for all persons, and it is not possible for MCR, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this BD. The assumptions, assessments, statements and information contained in this BD may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this BD and obtain independent advice from appropriate sources. Information provided in this BD to the Applicant(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. MCR accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

MCR, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this BD or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the BD and any assessment, assumption, statement or information contained therein or deemed to form part of this BD or arising in any way with pre-Proposal of Applicants for participation in the Bidding Process.

MCR also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this BD.

MCR may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this BD.

The issue of this BD does not imply that MCR is bound to select or to appoint the selected Bidder or Contractor, as the case may be, for the Project and MCR reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and MCR shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation for submission of the Application, regardless of the conduct or outcome of the Bidding Process.

## 1.0 INTRODUCTION

Municipal Corporation Rohtak (MCR) invites sealed bids for Sweeping Of Northern Bye-pass starting from Rajeev Chowk to Hisar Bye-pass Chowk within The Jurisdiction of MCR, By Deploying Mechanical Sweeping Machine Of Required Capacity from experienced and competent agencies with sound technical and financial capabilities fulfilling the Qualification Criteria stated under para 5.0 below.

## 2.0 SCOPE OF WORK

The Municipal Corporation of Rohtak (MCR) intends to outsource the work of "Sweeping of Northern Bye-pass starting from Rajeev Chowk to Hisar Bye-pass Chowk, within the jurisdiction of MCR, by **deploying brand** new Mechanical Sweeping Machine of required capacity, within the jurisdiction of MCR, by deploying Mechanical Sweeping Machine of required capacity" from the interested parties i.e. a company/ firm/ proprietorship firm/ joint venture, having adequate experience in this field and adequate financial strength.

The work shall consist of picking, removal and disposal of loose materials/ debris/ rubbish deposited on or along the road, service lane, central verge and footpath by mechanical sweepers and manual sweeping where machine cannot reach, once a day during the day time and shall report regarding the lying of dead animal, if any on these roads and in the vicinity of the area under contract to MCR and disposal of solid waste at designated place i.e. Solid Waste Disposal site located at Sunariya, Bhiwani road, Rohtak by means of covered dumpers.

The preparation period will be 4 months within which the Contractor is expected to complete all requirements i.e. purchase/arrangement of New Mechanical Sweeping Machine/ Vehicle(s)/ compactor(s) fitted with GPS/ wireless/ mobile phone system of required technical specifications and standards.

MCR shall appoint an independent consultant or MCR Chief/Senior Sanitary Inspector, to provide a single contact point for the contractor within MCR to sort out issues in respect of implementation and to monitor the performance of the contractor.

## 3.0 CONTRACT PERIOD

- 3.1 MCR will enter into a Contract Agreement with the Contractor for **3 Years** extendable for another period of two years as agreed by both the parties for "Sweeping of Northern Bye-pass starting from Rajeev Chowk to Hisar Bye-pass Chowk, within the jurisdiction of MCR, by deploying Mechanical Sweeping Machine of required capacity".
- 3.2 The contract period is for **3 Years** commencing from the Contractual Commencement Date (CCD) during which the contractor is authorized to implement the project in accordance with the provisions hereof; the contract may thereafter be extended for a period of another two years on mutually agreed terms and conditions.
  - 3.2.1 In the event of Termination, the Contract Period shall mean and be limited to the period commencing from the Contractual Commencement Date (CCD) and ending with the Termination Date. The contract may thereafter be extended on mutually agreed terms and conditions.

#### 4.0 SALIENT FEATURES OF BID DOCUMENT

- |   |   |
|---|---|
| a. Bid Document on Sale /Downloading of Document.   | From 22.03.2013 to 29.03.2013 up to 03:00 PM.   |
| b. Date, Time & Venue of Pre-Bid meeting  | 08.04.2013 at 03:00 PM office of the Commissioner, Municipal Corporation, near Ambedkar Chowk, Rohtak, Haryana (India)- Pin- 124001                 |
| c. Last Date and time for receipt of Bids   | 19.04.2013 up to 3:00 PM.   |
| d. Opening of Bid (Techno-Commercial Part)  | 19.04.2013 at 03:30 PM, In presence of authorized representative of attending bidders.  |
| e. Cost of Bidding Document (Non-refundable)  | Rs.5,000/- (Rupees Five Thousand only)  |
| f. Proposal Security  | Rs. 20,00,000/- Rs. Twenty Lacs only<br>Drawn in favour of Commissioner payable at Rohtak in the form of a bank guarantee form a Nationalised Bank. |
| g. Last date of receipt of Bidder's queries (Bidder's queries should be submitted as per Form-I in a consolidated form and not in a piece meal) | Up to 15.00 Hrs.(IST) on 29.03.2013.  |

#### 5.0 BIDDER'S ELIGIBILITY CRITERIA (BEC)

- 5.1 The Bidder may be a single entity or a group of entities (hereinafter referred to as Consortium/ joint venture), coming together to implement the Project. The term Bidder used hereinafter would therefore apply to a single entity and/ or a Consortium/ joint venture.
- 5.2 The purchaser of the Bidding Document must be the bidder itself or a member of the Consortium submitting the Application.
- 5.3 Eligibility criteria with respect to experience and financial requirements are as follows:

##### 5.3.1 Experience Criteria

- i. Bidder should have continuous experience in mechanical sweeping on Indian/ foreign roads during last **Three (3)** successive financial years (ending 28.02.2013). The bidder must own at least one mechanical sweeper being proposed by them in the offer (refer technical specification enclosed with this bidding document for capacity/ specification of the mechanical sweeper) used on highways and roads in

his/ her name. The bidder shall submit a proof of ownership to this effect alongwith the Technical Bid.

- ii. In case the bidder is a Consortium, the Eligibility criteria shall be as follows:
  - a. The Lead Member would need to be experienced in mechanical sweeping work. Besides the Lead Member, there may be maximum of two (2) other consortium/
  - b. joint venture member(s).
  - c. The maximum number of Consortium members including the leader of the Consortium shall be 3 (Three).
  - d. Members of the Consortium shall nominate one member as the Lead Member. The nomination(s) shall be supported by a Power of Attorney as per the format enclosed (Form–M), signed by all the members.
  - e. Members of the Consortium shall enter into a Memorandum of Understanding (MoU) before making the Application, copy of which shall be submitted alongwith the proposal.
  - f. The MoU shall, inter alia, convey the intent to form the joint venture/ SPV company, with shareholding commitment(s) in accordance with Clause 5.3.2 (iv) of NIB below of this Bidding Document, which would enter into the Contract Agreement and subsequently carry out all the responsibilities as Contractor in terms of the Contract Agreement, in case the Contract to undertake the Project is awarded to the Consortium. The MoU shall also clearly outline the proposed roles and responsibilities of each member at each stage.
- iii. Experience of the bidder as subcontractor shall not be considered for technical qualification.
- iv. In-house work experience shall not be considered for qualification.

### **5.3.2 Financial Criteria**

- i. Bidder should have annual financial turnover of minimum **Rs.2.0 Crores each year** during each of the last three financial years ending 31.03.2012 (i.e, 2009-10, 2010-11, 2011-12).
- ii. The Bidder should have a Net Worth of at least **Rs.1.0 Crores each year** at the closing of the last three Financial Years ending 31.03.2012 (i.e, 2009-10, 2010-11, 2011-12).

Net Worth shall be calculated as per the following formula and must be certified by an Independent, Practicing, Chartered Accountant/ Firm of Chartered Accountants registered with the Institute of Chartered Accountants of India (ICAI).

**Net Worth For bidder = [(Paid up share capital + Reserves & Surplus) – (Revaluation Reserves, goodwill, Miscellaneous Expenses not written off and other intangible assets)]**

- iii. In case of a consortium, all the consortium members, as the case may be, would need



to present its annual turn-over and net-worth for Financial Capability evaluation by submitting their audited financial statements for the last three (3) financial years ending 31.03.2012 (i.e, 2009-10, 2010-11, 2011-12).

The annual turn-over and net-worth would be taken as an arithmetic sum of the annual turn-over and networth of the Lead Member along with the associate Member(s) of the Consortium/ joint venture, as applicable.

- iv. The Lead Member would be required to commit in the MoU to hold a minimum equity stake  $\geq$  51% of equity capital in the Consortium/ joint venture in the Project at all times during the Contract Period.

Consortium/ Joint Venture		
1	If, Two Members	Lead Member: $\geq$ 51% of equity capital in the Consortium in the Project at all times during the Contract Period. Other Member: If his experience is used for qualification purposes, then he/ she should hold minimum 30% of equity capital in the consortium for a minimum
		period of 3 years, after the Commercial Operation date (COD). Equity can subsequently be transferred only to any of the existing consortium member whose experience has been used for qualification purposes.
2	If, Three Members	Lead Member: $\geq$ 51% of equity capital in the Consortium in the Project at all times during the Contract Period. Other Members: If their experience is used for qualification purposes, then each of the members should hold minimum 15% of equity capital and minimum 30% of equity capital in combination in the consortium for a minimum period of 3 years, after the Commercial Operation date (COD). Equity can subsequently be transferred only to any of the existing consortium member whose experience has been used for qualification purposes.

## 6.0 DISQUALIFICATION CRITERIA

- 6.1 Bidder should not be under liquidation, court receivership or similar proceedings.
- 6.2 The firm/ consortium shall not be permitted to tender for if his near relative is posted as divisional accountant or as an officer in any capacity between grades of Deputy Municipal Commissioner and Sanitary Inspector (Both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to divisional accountant or of an officer in any capacity between grades of Deputy Municipal Commissioner and Sanitary Inspector (Both inclusive). Any breach of this condition by the Contractor would render him liable to reject his/ her bid/ contract.
- 6.3 Any firm/ consortium, its associates/ subsidiary or any of its companies having the same promoters who has been blacklisted by the MCR or Central/ State Government or any other Govt./ Semi-Govt, and the bar subsists as on the date of Application, would not be eligible to submit an Application.
- 6.4 The firm/ consortium should, in the last three years, have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral judicial authority or a judicial pronouncement or arbitration award against the applicant, nor been expelled from any project or contract nor have had any contract terminated for breach by such Applicant. A declaration in this context is required by the bidder/ consortium with the Technical Bid.

6.5 In the case of a foreign supplier of mechanical Sweepers, the supplier should have a presence and supply base in India with all facilities and infrastructure for providing after sales service. The supplier should have at least seven machines of similar type working in Indian conditions, so that the performance of the machines may be verified by the officers after opening of technical bids and before opening of commercial bids.

## **7.0 VALIDITY OF PROPOSAL AND PROPOSAL SECURITY**

7.1 Proposal shall remain valid for a period of **Three (3) months** from the Proposal Submission Due Date. MCR reserves the right to reject any Bid, [without assigning any reasons] which does not meet this requirement.

7.2 All proposals submitted in response to the Bid Document package shall be accompanied by a Proposal Security.

7.3 The proposal security shall be valid for six months beyond the validity of the proposal.

7.4 Any bid not accompanied with an acceptable Proposal security shall summarily be rejected.

7.5 The proposal security of the unsuccessful Bidders would be returned after the acceptance of the notice of award to the successful bidder.

7.6 The proposal security of the successful Bidder will be discharged when the successful Bidder has signed the Contract agreement and has deposited/ furnished the Performance Security.

7.7 **The Proposal security shall be forfeited under the following condition:**

(i) If the Bidder withdraws the Proposal or modifies it after the proposal submission due date or during the period of proposal validity.

(ii) In the case of a successful Bidder, if the bidder fails to sign the CONTRACT

Agreement within the stipulated time or fails to furnish the required Performance Security, within the specified period.

7.8 The complete bid document would cost Rs. 5,000/- [non refundable] [Rs. Five Thousand Only] payable in the form of Demand draft/ Pay Order drawn in favour of Commissioner, MCR payable at Rohtak. The document shall be available on the MCR web site <http://www.mcrohtak.gov.in> or at the Office of Executive Engineer-I, Municipal Corporation, Rohtak-124001.

7.9 In case of the downloaded forms, the cost of bid Document i.e. Rs. 5,000/- in the form of Demand draft/ Pay Order drawn in favour of Commissioner, MCR payable at Rohtak should be furnished, in the office of Executive Engineer-I, Municipal Corporation, Rohtak-124001. latest on or before the last date and time of purchase/ download of bid documents, failing which prospective bidder shall not be able to eligible and participate in tendering procedure.

7.10 The Bidding Firm shall bear all costs associated with the preparation and submission of its bid. MCR shall in no case be responsible or liable for these costs, regardless of the conduct

or outcome of the selection process.

- 7.11 Sealed bids with all information and supporting documents shall be submitted up to last date and time specified in para 4.0 above in the Office of Executive Engineer-I, Municipal Corporation, Rohtak-124001..Techno-commercial part shall be opened at the time and date as specified in para 4.0 above, in the presence of authorized representatives of attending bidders.
- 7.12 Bids not received by the due date and time shall be rejected irrespective of the time by which the bid is received late and representative of such bidders shall not be allowed to attend the bid opening.
- 7.13 MCR shall not be responsible for any expense incurred by bidders in connection with the preparation & delivery of their bids, site visit and other expenses incurred during qualification process.
- 7.14 MCR reserve the right to reject any or all bids at their sole discretion without assigning any reason thereof.
- 7.15 Canvassing in any form by the bidder or by any other bidder on their behalf may lead to disqualification of their Bid.
- 7.16 MCR takes no responsibility for delay, loss or non-receipt of bid Document sent by post/ courier.
- 7.17 Telefax/ Email Bids shall not be accepted.
- 7.18 Clarification, if any, can be obtained from Executive Engineer-I, Municipal Corporation, Rohtak-124001.on mobile no.+918295900904 or on E mail address [commissionermcr@gmail.com](mailto:commissionermcr@gmail.com)

(NAME)  
(DESIGNATION)

# INSTRUCTIONS TO BIDDERS

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## 1.0 INTRODUCTION

The Municipal Corporation of Rohtak (MCR) intends to outsource the work of Sweeping of Northern Bye-pass starting from Rajeev Chowk to Hisar Bye-pass Chowk, within the jurisdiction of MCR, by deploying Mechanical Sweeping Machine of required capacity within the jurisdiction of MCR, by deploying Mechanical Sweeper(s) of required capacity” from the interested parties i.e. a company/ firm/ proprietorship firm/ joint venture, having adequate experience in this field and adequate financial strength.

MCR will enter into a Contract Agreement with the Contractor for **3 Years** extendable for another period of two years as agreed by both the parties for “Sweeping of Northern Bye-pass starting from Rajeev Chowk to Hisar Bye-pass Chowk within the jurisdiction of MCR, by deploying Mechanical Sweeping Machine of required capacity”. During the period the Contractor shall carry out the services as per the technical specifications, performance standards and guidelines given as part of the Contract Agreement (Ch. 11 of Part I). The site(s) shall be handed over to the successful bidder on as is where is basis.

The preparation period will be 4 months within which the Contractor is expected to complete all requirements i.e. purchase/ arrangement of New Mechanical Sweeping Machine/ Vehicle(s)/ compactor(s) fitted with GPS/ wireless/ mobile phone system of required technical specifications and standards.

MCR shall appoint an independent consultant, to provide a single contact point for the contractor within MCR to sort out issues in respect of implementation and to monitor the performance of the contractor.

It shall be bidder's responsibility to have thorough understanding of the reference documents, site conditions and specifications included in the Bidding Document.

## 2.0 ELIGIBILITY CRITERIA FOR BIDDING

Eligibility criteria for bidding shall be as enumerated in the NIB para 5.0.

## 3.0 BIDDER'S RESPONSIBILITY BEFORE PROPOSAL SUBMISSION

- The Bidder shall be responsible for all of the costs associated with the preparation of the Proposal and their participation in the selection process. MCR will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the selection process.
- All data provided as part of the BD Package is for guidance and general information purpose. The same should be verified by the bidder for use as a part of preparing their proposals for the project.
- The bidder shall ensure that the bid is complete in all respects and conforms to all requirements indicated in the BD.
- **Site visit, and Filed Investigations, if any:** The bidder shall visit and examine the site and obtain for themselves, at their own responsibility, all the information and data that may be necessary for submission of offer, and entering into Contract for “Sweeping of Northern Bye-pass starting from Rajeev Chowk to Hisar Bye-pass Chowk within the jurisdiction of MCR, by deploying Mechanical Sweeping Machine of required capacity”. This BD is intended to guide the bidders in preparing their Proposal only. MCR shall

not stand guarantee for and shall not be held responsible for any variation in the data, which have been made available in this document.

- **Costs associated with Visits and Field Investigations, if any:** The costs of visiting the site, and undertaking any further studies and investigations shall be at the Bidder's own expense. The Bidder is advised to make field visits before submitting his proposal through any of his personnel or agent(s).
- **Familiarity with Clearance:** The Bidder should be familiar with the clearances required from various authorities to commence the work. A Bidder shall be deemed to have carried out preliminary checks with relevant authorities.

**It would be deemed that by submitting the Bid, the Bidder has:**

- Made a complete and careful examination of the bid document
- Obtained all relevant information about the project.
- MCR shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

#### **4.0 BIDDING DOCUMENT, CLARIFICATION AND AMENDMENT**

##### **4.1 Bidding Document**

4.1.1 The Bidding Document shall consist of the following and should be read in conjunction with any amendment issued subsequently.

- i) Notice Inviting Bid (NIB).
- ii) Instructions to Bidders and its attachments (ITB).
- iii) Conditions of Contract (COC).
- iv) Technical Specifications (TS).
- v) Technical Bid Evaluation Criteria (TBEC)
- vi) Proposal Forms
- vii) Draft Agreement
- viii) Schedule of Rates (SOR)/ Schedule of Prices (SOP).

4.1.2 The Bidder is expected to examine the Bidding Document, including all instructions, terms, specifications and in the Bidding Document. Failure to furnish all information required as per the Bidding Document or submission of a bid not substantially responsive to the Bidding Document in every respect could result in rejection of the Bid.

4.1.3 Bidding documents once issued are non-transferable in other name and shall at all times remain the exclusive property of MCR with a license to the Bidder to use the Bidding Documents for the limited purpose of submitting the bid.

##### **4.2 Clarification Requests by Bidder**

4.2.1 The details presented in this Bidding Document have been compiled with all reasonable care. However, it is the Bidder's responsibility to ensure that the information provided is adequate, clearly understood and it includes all documents as per the Index.

- 4.2.2 Bidder shall examine the Bidding Document thoroughly in all respects and if any conflict, discrepancy, error or omission is observed, Bidder may request clarification up to 03 (three) days prior to the Due Date for pre-bid meeting. Such clarification requests shall be directed to the address at para 5.2 below.
- 4.2.3 Minutes of the meeting, including the text of the question raised and the responses given would be sent to all prospective Bidders/placed on the MCR website [www.mcrohtak.gov.in](http://www.mcrohtak.gov.in).
- 4.2.4 Bidders are expected to resolve all their clarifications/ queries to the Bidding Document and submit their bid in total compliance to Bidding Document without any deviation/ stipulation/clarification.
- 4.2.5 Any failure by Bidder to comply with the aforesaid requirement shall not excuse the Bidder, after subsequent award of Contract, from performing the Work in accordance with the Contract.

### 4.3 **Amendment of Bidding Document**

4.3.1 In case Addendum is issued during the bidding period, Bidder shall consider its impact in his bid. In case Addendum is issued subsequent to receipt of bids, Bidder shall follow the instructions issued along with Addendum with regard to submission of impact on quoted price/ revised price, if any.

4.3.2 MCR expects Bidder's compliance to the requirements of Bidding Document without any deviation. Any Bid containing exceptions/ deviations to the following stipulations/ conditions shall be liable for rejection:

- i) Scope of Work
- ii) Scope of Supply
- iii) Security Deposit
- iv) Suspension of Works
- v) Force Majeure
- vi) Arbitration
- vii) Schedule of Rates/Schedule of Prices

Deviation on other conditions, if unavoidable, should be furnished as per Format for Exceptions/ Deviations included in the Section titled Proposal Forms in the Bidding Document. MCR shall not take cognizance of any deviation stipulated elsewhere in the bid. If no deviations are to be stipulated, then the same shall be confirmed as per Bid Compliance Statement included in the Form –H of "Proposal Forms" in the Bidding Document. In case Bidder stipulates deviations, and there are sufficient bids without any deviation, MCR shall have the right to reject such bid at its absolute discretion and without giving any opportunity to such Bidder to make good such deficiency.

## 5.0 **PREBID MEETING**

- 5.1 A pre-bid meeting shall be held for any clarifications and replies to the queries of bidders.
- 5.2 A pre-bid meeting shall be held under the chairmanship of Commissioner, Municipal Corporation, Rohtak-124001

- 5.3 Bidders will be required to send their queries in writing or mail at least 3 days prior to the pre-bid meeting to:
- 5.4 Minutes of the meeting, including the text of the question raised and the responses given would be sent to all prospective Bidders/ placed on the MCR website [www.mcrohtak.gov.in](http://www.mcrohtak.gov.in).
- 5.5 MCR reserves the right not to respond to non-relevant questions raised by Bidding Firm or to provide clarifications. It is sole discretion of MCR, considers that it would be inappropriate to do so. Nothing in this section shall be taken or read as compelling or requiring MCR to respond to any questions to provide any clarification. No extension of any deadline will be granted on the basis or grounds that MCR has not responded to any question or provided any clarification.
- 5.6 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder. However, all clarifications and modifications presented in the Addendum will be legally binding on all Bidders irrespective of their attendance at the Pre-Bid meeting/conference.

## **6.0 AMENDMENT TO BID DOCUMENT PACKAGE**

- 6.1 At any time prior to the deadline for submission of Proposal, MCR may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the Bid Document by the issuance of an Addendum.
- 6.2 Any Addendum thus issued will be sent in writing to all bidders.
- 6.3 MCR may, at its discretion, extend the Proposal Submission Due Date.\_

## **7.0 CLARIFICATION FROM BIDDERS**

- 7.1 To facilitate evaluation of Applications, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) shall be in writing.
- 7.2 If an Applicant does not provide clarifications sought under Sub-Clause above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

## **8.0 UNSOLICITED POST TENDER MODIFICATIONS**

- 8.1 Bidders are advised to quote as per terms and conditions of the Bidding Document and not to stipulate deviations/ exceptions. Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/ commercial clarifications and details sought on any deviations, exceptions or stipulations mentioned in the bid unless any amendment to Bidding Document is issued by MCR. Similarly, no revision in quoted price shall be allowed should the deviations stipulated by him are not accepted by MCR and are required to be withdrawn by him in favour of stipulation of the Bidding Document. Any unsolicited proposed price change is to render the bid liable for rejection.
- 8.2 Bidder shall quote price after careful analysis of cost involved for the performance of the work considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under SOR/ SOP but is required to complete the work as per scope of work, scope of supply, specifications, standards, Conditions of Contract, or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.
- 8.3 Prices quoted by the Bidder, shall remain firm, fixed and valid till the completion of the



Contract performance and will not be subject to variation on any account except as otherwise specifically provided in the Contract documents.

8.4 Bidder shall quote/ fill the rate in Rupees in round figure (without any figure in decimal i.e. paisa).

8.5 Alternative bids will not be considered.

## **9.0 LANGUAGE**

The Proposal submission and all related correspondences should be written in the English language, only. Supporting documents and printed literature furnished by bidders with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials which are not translated into English may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

## **10.0 CURRENCIES OF BID & PAYMENT**

10.1 Bidders shall quote the prices in Indian Rupees only.

10.2 All payments to be made by MCR shall be made in Indian Rupees only.

## **11.0 ARRANGEMENT OF BIDS**

11.1 The bid shall be neatly arranged, and typewritten on white paper with consecutively numbered pages. It should not contain any terms and conditions, which are not applicable to the bid. All documents shall be properly indexed and flag marked for easy identification as per the requirements of the Bidding Document.

11.2 The bid and all details submitted by the Bidder shall be signed and stamped on each page by a person legally authorised to enter into agreement on behalf of the Bidder. Corrections/ alterations, if any, shall also be signed by the same person. Bidder shall submit Power of Attorney in favour of the person who signs the bid and subsequent submissions on behalf of the Bidder.

11.3 In the event the specified date of bid submission being declared a holiday for MCR, the bid shall be submitted by the appointed time and location on the next working day.

11.4 Bidders are requested to submit all the details/ documents, including all the forms numbered Form -A through Form-P attached herewith separately, in the first instance itself so as to complete the evaluation. However, during evaluation, MCR may request Bidder for any clarification on the bid, additional or outstanding documents. Bidder shall submit all additional documents in one original and one copy.

## **12.0 PROPOSAL DOCUMENTATION**

- The Proposal should have no overwriting except as necessary to correct error made by the bidders themselves, in which case such corrections must be initialed by the person signing the Proposal.
- The Proposal and its copies shall be typed or written in indelible ink and the authorised representative of the Bidder shall initial each page. The person (s) signing the Bid shall initial all the alterations, omissions, additions, or any other amendments made to the Proposal.

### 13.0 MCR'S RIGHT TO ACCEPT OR REJECT PROPOSAL

Notwithstanding anything contained in this BD, the Authority reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. MCR reserves the right to reject any Application and/ or Bid if:

- At any time, a material misrepresentation is made or uncovered, or
- The Applicant does not provide, the supplemental information sought by the Authority for evaluation of the Application, within the time specified by the Authority.

Such misrepresentation/ improper response shall lead to the disqualification of the Applicant/Bidder. If the Applicant/Bidder is a Consortium, then the entire Consortium shall be disqualified/ rejected.

In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, including the Contract thereby granted by the Authority, that one or more conditions of BD have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Contractor either by issue of the LOA or entering into of the Contract Agreement, and if the Applicant has already been issued the LOA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this BD, be liable to be terminated, by a communication in writing by the Authority to the Applicant, without the Authority being liable in any manner whatsoever to the Applicant.

The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to the BD. Failure of the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

### 14.0 PROPOSAL SUBMISSION

Proposal will be received up to due date and time at the following address:

Office of Executive Engineer-I  
Municipal Corporation, Rohtak,  
Phone: 01262-251515-16 (office); Fax: 01262-258675

Any Proposal, which is received after the prescribed deadline shall be returned, unopened.

### 15.0 SUBMISSION OF OFFERS

A single stage, **three cover bidding** process is being adopted. The bidder shall prepare and submit their proposals in original [clearly making ORIGINAL] and a COPY [clearly making COPY] as per the procedure detailed below:

- The proposal security of the required value and in approved format, in original shall be sealed separately in an envelope mentioning:

**Envelope – A1 “PROPOSAL SECURITY”** The format of Bank Guarantee is given in Form-P of Proposal Forms.

- The original and a copy of the Technical Proposal shall be sealed separately in the envelope mentioning:

**Envelope – A2 ‘TECHNICAL PROPOSAL’.** The format of Technical Proposal is given in Form-P of Proposal Forms.

- The original and copy of the Financial Proposal shall be sealed separately in the envelope mentioning:

**Envelope – B “FINANCIAL PROPOSAL”.** The format of Financial Proposal is given in Part-II Financial Section, Schedule of Rates.

- All the above envelopes viz. ‘A1’, ‘A2’ and B shall than be sealed in one outer envelope.
- The inner and outer envelopes shall be addressed to Office of Executive Engineer-I MCR, at the address given in para 14 above.
- The inner envelopes shall also indicate the name and address of the Bidder to enable the Proposal to be returned unopened, in case it is late.
- If the outer envelope is not sealed and marked as above, MCR will assume no responsibility for the misplacement or premature opening of the Proposal.
- MCR must receive proposals at the address no later than the time and date stipulated.

#### **16.0 LATE BIDS**

MCR will not, accept any Proposal received after the proposal Submission Due Date and Time. Late submission will be summarily rejected.

#### **17.0 EXTENSION OF VALIDITY OF BID**

In exceptional circumstances, prior to expiry of the original Proposal Validity Period, MCR may request the pre-qualified Bidders in writing to extend the Proposal Validity Period for a specified additional period.

#### **18.0 OPENING OF OFFERS**

The offers as received shall be opened by MCR on the date and time of opening as detailed herein above in the presence of bidders who choose to be present. On opening of the main envelope it will be checked if it contains:

- i) Proposal Security (Envelope A1)
- ii) Technical Proposal (Envelope A2)
- iii) Financial Proposal (Envelope B)

a) The **Envelope – A1** will be opened first and will be checked for its requisite value(s) and format.

a) If the documents do not contain Proposal Security and cost of Bidding documents, or not of required value or not in acceptable form, the offers submitted will be summarily rejected.

b) Thereafter, the **Envelop – A2**, of the short listed bidders shall be opened and evaluated as per norms/procedure worked out by the MCR.

d) Financial Proposal i.e. **Envelope – B**, shall not be opened on that day and shall be kept separately in the safe custody of MCR to be opened/evaluated later on, as per the procedure detailed herein.

## 19.0 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority.

Bidder(s) will treat all information submitted as part of Proposal, in confidence and will not divulge any such information unless it is ordered to do so, by any authority that has the power under law to require its disclosure.

## 20.0 TEST OF RESPONSIVENESS

Prior to evaluation of Proposal submission, Department will determine whether each Proposal is responsive to the requirements of the Bid document. A Proposal submission shall be considered responsive if it:

- a. Is received by the proposal Submission Due Date including any extension thereof,
- b. Is signed, sealed and marked as stipulated
- c. Is accompanied by the Proposal Security and cost of BD, if already not paid
- d. Contains all the information as requested in the BD.

- e. Mentions the validity period as stipulated in the BD.
- f. It does not contain any condition.

## **21.0 EVALUATION AND COMPARISON OF PROPOSALS**

MCR will evaluate and compare the proposal determined to be substantially responsive and as per the procedure detailed below. In the event of any discrepancy between 'ORIGINAL' and 'COPY' the contents of 'ORIGINAL' shall prevail.

## **22.0 TECHNICAL EVALUATION**

Technical proposals will be evaluated for their compliance of responsiveness to various tender requirements.

The technical evaluation will be based on the parameters as explained below.

### **a) Experience:**

The bidder should have experience in mechanical sweeping on Indian roads during last **three** financial years. The bidder must own one mechanical sweeper, in his/her name.

Definite proof from the appropriate authority, which shall be to the satisfaction of the Sanitary Inspector in Charge, of having satisfactorily completed the work shall have to be produced. It is clarified that in case of companies, a bidder will be allowed to rely upon the experience of its parent company only.

## **23.0 FINANCIAL CAPACITY:**

Financial capacity of the bidder shall be as specified in ITB and NIB.

The bidder shall prepare a detailed methodology to describe that how the firm/consortium proposes to undertake the work by giving cost estimate(s) for execution of work, along with a break-up of the O&M expenses during the Contract Period. Bidder shall enclose the probable means of financing the project. Financing arrangement against the project, their sanction order of the Banker/FIs should be enclosed. A write up on the Organizational structure, working methods and program demonstrating how the Bidder will achieve the standards of performance during the operations period, should also be enclosed.

**The technical proposal shall be evaluated as per "Technical Bid Evaluation Criteria (TBEC)" attached herewith, on a score of 1 to 100 on the basis of the experience, financial strength and methodology proposed for execution of the project. The qualifying marks shall be 70. However the bidders are liable to improve their submitted methodology to a final score of 60 after incorporation of comments from MCR without any extra financial implications on the submitted offer. The final methodology document shall be approved by MCR and form part of the awarded contract.**

The financial proposal of those bidders who do not qualify the technical requirements shall not be opened and entertained.

## 24.0 TECHNO-COMMERCIAL DISCUSSIONS

Techno-commercial discussions with Bidder shall be arranged, if needed. Bidder shall depute his authorised representative(s) for attending the discussions. The representative(s) attending the discussions shall produce authorisation from his organisation to attend the discussions and sign the minutes of meeting on behalf of his organisation. The authorised representatives must be competent and empowered to settle all technical and commercial issues with the exception of Price implications, wherever applicable.

## 25.0 OPENING OF FINANCIAL BID AND EVALUATION

The Financial Bids would be opened and read out aloud on the said date and venue in the presence of the representatives of the bidders who choose to be present, **conditional bids will be summarily rejected.**

Evaluation of Financial Proposal shall include the following:

- Check for completeness of Proposal
- Arithmetical errors as corrected.
- Reasonableness of the quoted offer

### 25.1 Opening Of Financial Bid and Evaluation

25.1.1 The prices quoted by the Bidders shall be checked for arithmetic correction, if any, based on rate and amount filled by the Bidder in the SOR formats. If some discrepancies are found between the rate/ amount given in words and figures, the total amount shall be corrected as per the following procedure, which shall be binding upon the Bidder:

- i) When the rate quoted by bidder in figures and words tallies but the amount is incorrect, the rate quoted by the Bidder shall be taken as correct and amount reworked.
- ii) When there is difference between the rate in figures and words, the rate which corresponds to the amount worked out by the Bidder, shall be taken as correct.
- iii) When it is not possible to ascertain the correct rate in the manner prescribed above, the rate as quoted in words shall be adopted and amount will be reworked.

## 26.0 REBATE

No cognizance shall be taken for any conditional rebate, for the purpose of evaluation of offer.

Any uncalled lump sum/ percentage reduction by the Bidder after the due date shall not be considered for evaluation. However, such rebate shall be taken into account while recommending for award of work, if such reduction/ rebate is from the recommended bidder.

## **27.0 NEGOTIATION**

In the opinion of MCR, if the total price or certain item rates quoted by the Lowest Bidder are considered high, MCR may invite the Lowest Bidder for price negotiation. Lowest Bidder shall attend such negotiation meetings and if requested by MCR, bidder shall provide the analysis of rates/ break-up of amount quoted by him for any or all items of Schedule of Rates to demonstrate the reasonability. As a result of negotiation, Bidder may offer rebate on his earlier quoted price

## **28.0 NOTIFICATION**

The bidder, who quotes minimum rate/meter payable by the MCR, would be the successful bidder and would be intimated through a "LoI" (Letter of Intent).

## **29.0 AWARD OF WORKS**

29.1 Upon issuance of the "LoI" the selected bidder shall have to communicate the acceptance of the Contract through a "Letter of Acceptance" within 10 (Ten) days of issue of the "LoI" and sign the CONTRACT agreement within 20 days of "LoI".

29.2 If the CONTRACT Agreement is not signed by the preferred bidder within 20 days of issuance of the "LoI" then MCR reserves the right to withdraw the offer, and proceed ahead in any manner it deems fit. In such an eventuality, the Proposal Security of preferred bidder would be forfeited.

29.3 The preferred bidder would have to furnish a Performance Security as specified in the Draft Contract Agreement, before signing of the CONTRACT Agreement. Till such time, the Proposal Security of the successful Bidder would remain effective and in possession of MCR.

29.4 MCR shall not be obliged to furnish any information/ clarification/ explanation to the unsuccessful bidders as regards non-acceptance of their bids. Except for refund of EMD to unsuccessful bidders, MCR shall correspond only with the successful bidder.

## **30.0 FRAUD AND CORRUPT PRACTICES**

30.1 The Applicants and their respective Sanitary Inspectors, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority shall reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

30.2 Without prejudice to the rights of the Authority under Clause 30.1 hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ/BD issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the

case may be.

30.3 For the purposes of this Clause 30.0, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Contract Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
- (b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- (c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

### **31.0 MISCELLANEOUS**

31.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Rohtak shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

31.2 MCR, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

31.2.1 suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;



- 31.2.2 consult with any Applicant in order to receive clarification or further information;
- 31.2.3 retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Applicant; and/ or
- 31.2.4 independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.
- 31.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

**32.0 CONTRACT DOCUMENT**

- 32.1 For execution of the Agreement, the successful bidder shall provide Stamp Paper of appropriate value. The cost of non-judicial stamp paper shall be borne by the Contractor.
- 32.2 The Contract document shall consist of the following:
- i) Agreement signed on non-judicial stamp paper by MCR and Contractor.
  - ii) Letter of Intent/ Fax of Intent.
  - iii) Detailed Letter of Award/ Acceptance along with enclosures.
  - iv) The Bidding Document.
  - v) Amendments to Bidding Document, if any.
  - vi) Compliance Letter submitted by the Bidder.
  - vii) Approved methodology document.

# CONDITIONS OF CONTRACT

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## 1.0 GENERAL

The Municipal Corporation of Rohtak (MCR) intends to outsource the work of Sweeping of Northern Bye-pass starting from Rajeev Chowk to Hisar Bye-pass Chowk, within the jurisdiction of MCR, by deploying Mechanical Sweeping Machine of required capacity ” from the interested parties i.e. a company/ firm/ proprietorship firm/ joint venture, having adequate experience in this field and adequate financial strength.

MCR will enter into a Contract Agreement with the Contractor for **3 Years** extendable for another period of two years as agreed by both the parties for “Sweeping of Northern Bye-pass starting from Rajeev Chowk to Hisar Bye-pass Chowk within the jurisdiction of MCR, by deploying Mechanical Sweeping Machine of required capacity”. During the period the Contractor shall carry out the services as per the technical specifications, performance standards and guidelines given as part of the Contract Agreement. The site(s) shall be handed over to the successful bidder on as is where basis.

The preparation period will be 4 months within which the Contractor is expected to complete all requirements i.e. purchase/ arrangement of New Mechanical Sweeping Machine/ Vehicle(s)/ compactor(s) fitted with GPS/ wireless/ mobile phone system of required technical specifications and standards.

MCR shall appoint an independent consultant, to provide a single contact point for the contractor within MCR to sort out issues in respect of implementation and to monitor the performance of the contractor.

## 2.0 DETAILED SCOPE OF WORK

Due to the movement of vehicles and pedestrians on road(s), service lane(s), central verge(s) and footpath(s), there is an accumulation of loose materials/debris/rubbish such as i.e. leaves, fallen branches, articles etc. that have fallen from vehicles or from any other source(s) at the extreme left or right side of the carriage way and over the footpath & central verge.

The work shall consist of picking, removal and disposal of loose materials/ debris/ rubbish deposited on or along the road, service lane, central verge and footpath by mechanical sweepers and manual sweeping where machine cannot reach, once a day during the day time and shall report regarding the lying of dead animal, if any on these roads and in the vicinity of the area under contract to MCR and disposal of solid waste at designated place i.e. Solid Waste Disposal site located at Sunariya, Bhiwani road, Rohtak by means of covered dumpers

Here, this is made clear that the contractor shall operate/ ply, mechanical sweeper(s) [the machines] at the extreme left or at the right side of the carriage way only, and not at the middle/ centre of the carriage way until unless is being directed to do so, by the Sanitary Inspector in charge.

The bidder shall however engage sufficient number of manpower [equipped with necessary tool & plants like broom, belcha, wheel barrow etc.] for manual sweeping of footpath, central verge and picking up the littering material(s) from the carriage way of the road/ service lane, footpath & central verge [irrespective their width/ length], etc where machine cannot reach.

### **3.0 PENALTY**

- 3.1 If the contractor fails to undertake the mechanical sweeping on any day(s) [subject to the reasons beyond his controls], on a particular road/ road(s) in his contract area the contractor shall be fined @ double of amount (rate) payable to him/ her [if he/she undertake the mechanical sweeping on a day(s) on a particular road/ road(s) in his contract area].
- 3.2 The Contractor shall ensure that the water nozzle fitted in the mechanical sweeper(s) remains operational at all working time and there is no dust - cloud formation during the sweeping of road(s), failing which the Contractor shall be fined @ Rs. 10,000/- [Ten Thousand only] per default.
- 3.3 The bidder shall also be responsible for cleaning of all bell mouth(s) and gully grating(s) [irrespective of their number(s) [in his/her jurisdiction]], to ensure smooth flow of storm water during rains or otherwise [throughout the year]. The bidder shall ensure that none of his/ her workman put/ pushes the littering material(s)/ silt in front/ inside the bell mouth(s). In case of any default in this regard the bidder shall be fined @ Rs. 2000/- per bell mouth per default.
- 3.4 If any of the GPS system/ wireless/ mobile phone set [installed in any of the vehicle(s)/ Mechanical Sweeper(s)] does not work continuously for more than 24 hours, the Contractor shall be penalized @ Rs 5,000/- [Rs Five Thousand only] per system per day.
- 3.5 The contractor shall ensure placement of Safety device(s) and signage(s) at work site during working hours, as per MORT & H [Ministry of Road Transport & Highways] Specification. Ignoring the safety requirements as mentioned above by the contractor shall result in a fine of Rs. 10,000/- [Ten Thousand only] per day per default.
- 3.6 The collected rubbish shall be disposed off by the contractor [all lift/ leads], at a designated site as approved by MCR; i.e. Solid waste dumping site at Sunariyan, Bhiwani road, Rohtak by deploying compactors of suitable capacity. In case the contractor is found dumping the collected rubbish at a place other than as mentioned in this clause, he shall be fined Rs. 10,000/- per default.
- 3.7 The Contractor shall ensure that the complaint(s) in respect of services are attended within 6 hours of receipt of complaint. If the Contractor fails to address the complaints within stipulated time period, he/she shall be liable to pay a penalty of Rs. 600/- per day for each default. If the default(s) persist for more than 5 days, the Corporation shall initiate the process of termination of the contract as per the terms and conditions of the agreement with the Contractor.

### **4.0 METHODS, TOOLS AND EQUIPMENTS**

- 4.1 The contractor shall arrange/ deploy mechanical sweeper(s) [the machines] of finally approved capacity/ number to undertake the work. Technical specification and minimum quantity of machines/ refuse compactors should be in line with the provisions of the Technical Specification duly approved by MCR.
- 4.2 The contractor shall make his own arrangements for water, required for mechanical sweeping of roads.

4.3 The contractor shall ensure placement of Safety device(s) and signage(s) at work site during working hours, as per MORT & H [Ministry of Road Transport & Highways] Specification.

4.4 The loose materials/ debris/ rubbish such as i.e. leaves, fallen branches, articles etc. that have fallen from vehicles or from any other source(s), from the road, service lane, footpath & central verge surface shall be removed by engaging/ deploying mechanical rotary brooming or vacuum brooming machine(s) to keep it neat and clean.

4.5 The collected rubbish shall be disposed off by the contractor [all lift/ leads], at a designated site as approved by MCR i.e. Solid waste dumping site at Sunariyan, Bhiwani road, Rohtak by deploying compactors of approved capacity.

4.6 The work of cleaning of carriageway shall be undertaken/ carried out during the daytime.

4.7 The bidder shall deploy at least 1.50 labour/ Km. length of road for manual sweeping of footpath, central verge and picking the littering material from the road surface/ service lane & footpath/ central verge, cutting of vegetation – maintenance of green area; during day time.

## **5.0 MEASUREMENTS FOR PAYMENT**

5.1 The work shall be measured in terms of running kilometer road length irrespective of the width of road [four/six or eight lane], service lane, footpath & central verge, complete in all respects as described in the nomenclature of the item(s).

## **6.0 RATE**

6.1 The contract unit rate for cleaning and clearing of carriageway [four/ six or eight lane], service lane, footpath and central verge as described in the nomenclature of the item(s) shall mean payment in full for carrying out all the required operations, complete in all respects to the satisfaction of Sanitary Inspector in Charge, including:

- Placing/ Setting out and providing safety device(s) and signage(s) placed in work area as per MORT&H Specification. Accident if any due to his/ her working shall be to his/ her exclusive responsibility.
- Providing all machine(s)/ tool(s)/ equipment(s)/ manpower [skilled or unskilled] required to undertake the work incorporated in the scope of work including transportation of collected material(s) [rubbish etc.] and disposing off the same in the nearby dust bin/ Dhalao/ collection point or at a designated site as approved by MCR with all leads and lifts, by deploying compactors of suitable capacity.

6.2 The Contract unit rate (fee) will be escalated by 3.50% every year. This means if the bidder is paid Rs 1/- per Km road length by the MCR in the first year, then he/ she will be eligible to receive payment of Rs. 1.035 in second year and Rs 1.07 in third year and so on. Final bill shall be paid to the Contractor only after affecting recoveries based on CTE's/ Quality control/ Audit observation etc. or otherwise.

## **7.0 ALL VEHICLE(S)/ MECHANICAL SWEEPING MACHINE WILL BE PROVIDED WITH G.P.S.**

## **SYSTEM**

7.1 The Contractor shall arrange/ install the GPS system and wireless/ mobile phone set in all vehicle(s)/ Mechanical Sweeping Machine provided for the contract and keep them all in working condition throughout the contract period. The Contractor shall also set up a control room at the premises of MCR [with required manpower and all necessary equipment(s)/ Computer(s)/ internet etc.] for monitoring of movement of all vehicle(s)/ Mechanical Sweeping Machine. Nothing extra shall be payable to the Contractor on this account.

## **8.0 CONTROL ROOM**

8.1 The Contractor shall set up one control room at the space to be provided by MCR or at the MCR premises, as decided by MCR, equipped with required furniture, computer(s), printer(s) and web site/ help line telephone number etc. (1 Landline number along with voice recorder, in each control room), to receive the complaint from General Public [24 × 7].

The Contractor shall also ensure that web site/ telephone number at which the general public can lodge a complaint is prominently displayed at the walls of control room [each] as well as on every Mechanical Sweeping Machine/ vehicle(s), deployed by the Contractor.

8.2 The Contractor shall ensure that the complaint(s) in respect of services are attended within 6 hours of receipt of complaint.

8.3 The contractor shall ensure that the website along with voice recorder facility [maintained by contractor for receiving of complaints from general public] remains accessible to the Independent Consultant as well as to Sanitary Inspector in charge, throughout the contract period [24 × 7].

## **9.0 METHODOLOGY**

The bidder is required to provide a detailed methodology to undertake the contract. This shall be subjected to detailed analysis as per provisions enumerated in the bid document. Technical evaluation criteria against each mandatory inclusion in the evaluation criteria shall be followed during evaluation and technical qualification. This finally approved document shall form part of the contract document during actual implementation of the contract.

## **10.0 AGREEMENT**

The successful bidder is required to sign an agreement with MCR. Draft of which is enclosed herewith. All other conditions/ provisions of the contract shall be in line with the provisions of the jointly signed contract agreement.

# **SCHEDULE-B**

## **ROLE OF INDEPENDENT CONSULTANT**

The Independent Consultant shall be the MCR interface with the contractor during the implementation period.

He shall monitor the progress of implementation of the project and bring any delay to the notice of the Deputy Municipal Commissioner or his authorised representative.

He shall ensure that the work is being carried out as per the provisions of the Contract Agreement and that no deviations take place. If he/she notices any deviation then he/she will bring it in the notice of Deputy Municipal Commissioner or his authorised representative along with his/her recommendations in accordance to the terms and conditions of the contract agreement.

Independent Consultant shall be responsible for quality assurance. He will be responsible for certifying the payments [in respect of work done] to be made to the bidder; as per the specifications and standards, prescribed in the contract agreement.

During the operations period, the Independent Consultant shall be responsible for daily inspections of the contract area (so as to ensuring that each road is being inspected, at least once in two day) and bring any instance of non-maintenance, cleanliness and collection of garbage etc.; to the notice of the Deputy Municipal Commissioner or his authorised representative along with his/her recommendations in accordance to the terms and conditions of the contract agreement through on O&M Inspection Report, in the prescribed format.

The Independent Consultant shall monitor the web site along with complaint(s) received on phone or on voice recorder facility [maintained by concessionaire at control room; for receiving of complaints from general public] on daily basis [24 × 7]; through out the concession period and shall submit a daily report to the and Sanitary Inspector in charge, in the prescribed format.

Ensure that the project facilities are handed back to MCR as per the provisions of this agreement after expiry of contract period or termination of agreement which ever is earlier.

He will look after the work(s) assigned to him as prescribed under the contract to be signed between MCR and the Independent Consultant, to achieve the desired goal.

# TECHNICAL SPECIFICATION

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## **1.0 METHODS, TOOLS AND EQUIPMENTS:**

- 1.1 The contractor shall arrange/deploy mechanical sweeper(s) [the machines] of required capacity/number to undertake the work. Technical specification and minimum quantity of machines/refuse compactors should be as per details mentioned elsewhere.
- 1.2 The contractor shall ensure placement of Safety device(s) and signage(s) at work site during working hours, as per MORT & H [Ministry of Road Transport & Highways] Specification.
- 1.3 The loose materials/ debris/ rubbish such as i.e. leaves, fallen branches, articles etc. that have fallen from vehicles or from any other source(s), from the road, service lane, footpath & central verge surface shall be removed by engaging/deploying mechanical rotary brooming or vacuum brooming machine(s) to keep it neat and clean.
- 1.4 The collected rubbish shall be disposed off by the contractor [all lift/leads], at a designated site as approved by MCR i.e. Solid waste dumping site at Sunariyan, Bhiwani road, Rohtak by deploying compactors of suitable capacity.
- 1.5 The work of cleaning of carriageway shall be undertaken/ carried out during the day time.
- 1.6 The bidder shall deploy at least 1.50 labour/ Km. length of road for manual sweeping of footpath, central verge and picking the littering material from the road surface/ service lane & footpath/ central verge, cutting of vegetation – maintenance of green area; during day time.

## **2.0 ALL VEHICLE(S)/ MECHANICAL SWEEPING MACHINE WILL BE PROVIDED WITH G.P.S. SYSTEM:**

- 2.1 The Contractor shall arrange/ install the GPS system and wireless/ mobile phone set in his all vehicle(s)/ Mechanical Sweeping Machine and keep them all in working condition throughout the contract period. The Contractor shall also set up a control room at the premises of MCR [with required manpower and all necessary equipment(s)/ Computer(s)/ internet etc.] for monitoring of movement of all vehicle(s)/ Mechanical Sweeping Machine. Nothing extra shall be payable to the Contractor on this account.

## **3.0 CONTROL ROOM:**

- 3.1 The Contractor shall set up control room at the space to be provided by MCR or at the MCR premises, equipped with required furniture, computer(s), printer(s) and web site/ help line telephone number etc. (1 Landline numbers along with voice recorder, in each control room), to receive the complaint from General Public [24 × 7].

The Contractor shall also ensure that web site/telephone number(s) at which the general public can lodge a complaint is prominently displayed at the walls of control room [each] as well as on every Mechanical Sweeping Machine/vehicle(s), deployed by the Contractor.

3.2 The Contractor shall ensure that the complaint(s) in respect of services are attended within 6 hours of receipt of complaint.

3.3 The contractor shall ensure that the website along with voice recorder facility [maintained by contractor; for receiving of complaints from general public] remains accessible to the Independent Consultant as well as to Sanitary Inspector in charge, throughout the contract period [24 × 7].

#### **4.0 TECHNICAL SPECIFICATION OF TRUCK MOUNTED SWEEPING MACHINE:**

4.1 The manufacturer of the sweeping machine proposed by the firm/ bidder shall be of repute and should have sold minimum 200 similar truck mounted sweeping machines worldwide in last five years. Client list of the manufacturer with contact details should be submitted by the bidder. The bidder shall submit authorization letter from sweeping machine manufacturer mentioning after sales service and spare parts supply for the entire contract period specifically for this project. The sweeping machine shall be mounted on trucks manufactured in India or any other part of the world. The successful bidder will have to submit the purchase order receipt from the sweeping machine manufacturer/dealer in respect of proposed sweeping machine(s) to be purchased within 15 – 20 days from the date of agreement signing. In case the machine to be imported or is being imported, the bidder shall submit the documents such as custom duty paid documents/ sale bill from the manufacture/dealer at the time of trial run [successful] of the machine.

4.2 The sweeping machine(s)/vehicle(s)/Compactor(s) to be used in work shall be brand new. Certification of date of manufacturing from the manufacturer will have to be submitted at the time of trial run.

4.3 The **bidder** shall submit catalogue and video CD of the proposed sweeping machine(s) to be purchased. The truck to be used for mounting the machine shall be conforming to EURO III emission requirements [or as per the latest guide lines issued in the matter] and should be registered in Rohtak, as per Rohtak RTO norms. Colour of Paint and its pattern [on machine as well as on truck body], design and size of monogram of MCR to be painted on machine as well as on truck body shall be decided by MCR. The vehicle shall display “ON MCR DUTY” and complaint telephone number(s) to be installed in the control room and web site of the company on the machine, so that the residents of their Contracts area may lodge a complaint with the firm as and when required.

#### **4.4 Specification(s) of Sweeping Machines:**

The mechanical sweeper shall adhere to the following specification as a minimum capability with proven performance in terms of speed and quality.

- i. It should have rugged design frame, brushes, nozzles, flexible brush system, powerful vacuum, suction fan, hydraulic system for efficient and quality performance and lifting / tipping arrangement shall be suitable to EN standard.

- ii. The mechanical sweeper shall be such that it can easily take a turn on narrow roads.
- iii. The mechanical sweeper machine shall be fitted with thick brushes made up of steel/polypropylene and vacuum suction system, so that it is capable of picking up big size waste and variety of refuses like leaves, littering plastic paper/paper & debris - dirt, dust, sand, rubble, silt, wet waste, bottles, small stones, human excreta, cow dung, floating matters, broken glass, pet bottles, coconut shells, bulky / huge accumulation of solid waste, etc. from the roads with speed & quality clearance etc.
- iv. The machine shall be capable to lift mulched debris through compacting pulverizing impeller fan to give high collection capacity and safe pick - up of broken glass & other sharp objects.
- v. The minimum sweeping width & collection / sweeping capacity shall be as mentioned in technical specification in the bidding document. The brush system shall be of rugged quality & strength and shall have sufficient degree of flexibility to adjust in accordance with contour of the road and enable to cleaning of paved foot path, side spaces end pavers block roads. Blower shall be Straight-through suction system sweeps, vacuum and compacts debris without passing through or wearing out the fan.
- vi. The brush mechanism shall be provided with different speeds and shall be capable picking and guiding the solid waste into the collection hoppers. The bidder shall specify the nos. of brushes, position of brushes, centre brushes, etc. available in their machine, in bidding documents.
- vii. The Mechanical Sweeper machines shall be provided with efficient system for collection and settlement of dust i.e. preventing dust / dirt flying out in the atmosphere during operation of sweeping activity and collection of waste as well as while collection in hoppers. The machine designed to exhaust only dry / clean air through system / and water spray shall be operate along the brush for dust suppression as & when required.

**5.0 OTHER SPECIFICATIONS OF THE TRUCK MOUNTED SWEEPING MACHINE:**

<b>Sr. No.</b>	<b>Minimum Specification</b>	<b>MCR's Requirement</b>	<b>Details of bidder offered machine (Make and GVW)</b>
1	Truck Chassis detail	Wheel base  Minimum GVW of required is 16 T	
2	Sweeping system and dust control	Water sprinkler nozzles to be provided on the brush	
3	Maximum sweeping speed	15 Km/ hr	
4	Make of sweeping machine	As per 1.1 above	
5	Two vertical brushes on sides of the vehicle in front	Both side steel/ polypropylene brushes and	

Sr. No.	Minimum Specification	MCR's Requirement	Details of bidder offered machine (Make and GVW)
	of four wheels or just behind cleaning path	centre brush of nylon or better quality.	
6	Hose Pipe	≈ 4.00 meter length	
7	Container pay load / total pay load capacity	5 Cum.	
8	Container dump height and type	As per OEM specification	
9	Water Tank for water sprinkler	Capacity & Low water indicator.  To be in built in the machine	
10	Dust control system water sprinkling nozzles	Water sprinkler system should be operational while brush's are moving	
11	Engine Power – Diesel/CNG Driven.	Separate auxiliary engine for sweeping operations with separate diesel/ CNG tank	
12	Collector Capacity (Cum)	5 Cum	
13	Safety lights	2 Nos. Revolving light, 1 on the cabin and other on the rear side of the truck.	
14	Control measure on PM-10 dust particle	Machine should be provided with necessary attachments to control measure on PM-10 dust particle.	

## 6.0 FLEET LOGISTICS/ INFRASTRUCTURE REQUIREMENT:

The minimum required fleet logistics are shown below. However the contractor can increase the quantities to ensure that the work is as per required standard/quality.

Sr.No	Detail of fleet and logistics	Minimum Quantity Required by MCR	Minimum quantity proposed by the bidder
1	Truck Mounted Sweeping machine as per clause 1.1 and 1.2	1 Operational for every 25 Km road length [four passes] or 50 Km [two passes] + 1 brake down fleet	
2	Break down Van - CNG	1	
3	Inspection Van	1	
4	Control Room equipped with computers with requisite software and printers	1	
5	Handcart for manual sweeping	1 for every 1 Km.	
6	Wireless/mobile phone	1 per vehicle. 1 per supervisor and 1 at control room.	
7	GPS	1 per vehicle	
8	Landline telephone	01 No.	

## 7.0 MANPOWER REQUIREMENT:

7.1 Minimum manpower requirement is shown below. However the contractor can deploy more manpower to ensure that the quality of work is up to the standard and the roads are kept clean.

Sr. NO	Manpower Description	Minimum Qty required	Minimum Quantity proposed by the bidder
1	Manager – Operation: Graduate Sanitary Inspector	1 per package	
2	Supervisor – Minimum Diploma holder	1 for every 25 Kms in night shift and 50% of the same for day shift.	
3	Driver with experience in operating hydraulically operated trucks/machines with Heavy	1 per shift per vehicle	

Sr. NO	Manpower Description	Minimum Qty required	Minimum Quantity proposed by the bidder
	motor vehicle license.		
4	Operator – Minimum SSC qualified	1 per shift per vehicle	
5	Control room executive , graduate	3 per day (3 shifts)	
6	Computer operator/ GPS operator	3 per day (3 shifts)	
7	Labour for cleaning, litter picking, manual sweeping of footpath and central verge, cutting of vegetation- maintenance of green area; on daily basis in day shift	1.50 labour per every 1 km of Road	

7.2 The work force provided by the contractor shall have to be properly dressed in uniform and shoes, all the time. Each person provided by the contractor shall have to display the Identity Card on the uniform, with photo.

7.3 Contractor has to arrange for all drivers, helpers, operators, labour, etc. & incur their salaries, wages, etc. & all liabilities and responsibilities related to them.

7.4 The Contractor shall ensure that his personnel report to works everyday at designated time and continue working throughout the day. The Contractor shall make provision for presence of requisite manpower during national holidays and festivals if required. The Contractor should ensure presence of his workforce at the specified time.

# PROPOSAL FORMS (Form A to Form P)

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**FORMAT FOR ACKNOWLEDGEMENT OF RECEIPT OF BID DOCUMENT  
AND  
NOTICE OF INTENT TO SUBMIT PROPOSAL**

Executive Engineer-I  
Municipal Corporation, Rohtak,  
124001

Dear Sir,

**Subject: Sweeping of Northern Bye-pass starting from Rajeev Chowk to Hisar Bye-pass Chowk, within the jurisdiction of MCR, by deploying Mechanical Sweeping Machine of required capacity**

I, the undersigned hereby acknowledge and confirm receipt of the Bidding Document for the project from the Municipal Corporation of Rohtak (MCR) and convey my intention to submit Proposal for **Sweeping of Northern Bye-pass starting from Rajeev Chowk to Hisar Bye-pass Chowk, within the jurisdiction of MCR, by deploying Mechanical Sweeping Machine of required capacity**

.....  
Signature of the Authorised Person

.....  
Name and designation of the Authorised Person

Date :.....

**Note:**

1. On the Letterhead of the Bidder or Lead Member of Consortium.
2. To be signed by the Lead Member in case of a Consortium.
3. The acknowledgement should be sent within two weeks of receipt of the Bidding Document Document



**FORMAT FOR COVERING LETTER-CUM-PROJECT UNDERTAKING**

Executive Engineer-I  
Municipal Corporation, Rohtak,  
124001

Dear Sir,

**Subject: Sweeping of Northern Bye-pass starting from Rajeev Chowk to Hisar Bye-pass Chowk, within the jurisdiction of MCR, by deploying Mechanical Sweeping Machine of required capacity**

Dear Sir,

Being duly authorized to represent and act on behalf of..... (hereinafter referred to as “the Bidder”), and having reviewed and fully understood all of the information provided in the Bidding Document provided to us by MCR, in respect of the Project, the undersigned hereby submits the Proposal in response to the Bidding Document, for your evaluation.

I/We are enclosing our Proposal in one (1) original and one (1) copy, along with details/certificates as per the requirements of the Bidding Document.

We confirm that our Proposal is valid for a period of 180 days from the date of opening of financial bid/negotiation.

We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is as per qualification criteria in all respects and unconditional and we agree to the terms of the proposed Contract Agreement, a draft of which also forms a part of the Bidding Document provided to us.

.....(Signature of the Authorised Person)

..... (Name and designation of the Authorised Person)

..... (Date)

**Note:**

1. On the Letterhead of the Bidder or Lead Member of Consortium
2. To be signed by the Lead Member in case of a Consortium.

**INFORMATION ABOUT BIDDER**

1.0	<b>IN CASE OF INDIVIDUAL</b>	
1.1	Name of Business.	
1.2	Whether his business is registered.	
1.3	Date of commencement of business.	
1.4	Whether he pays Income Tax over Rs.10, 000/- per year.	
2.0	<b>IN CASE OF PARTNERSHIP</b>	
2.1	Name of Partners	
2.2	Whether the partnership is registered.	
2.3	Date of registration of firm.	
2.4	If each of the partners of the firm pays income tax over Rs.10, 000/- a year and if so which of them pays the same?	
3.0	<b>IN CASE OF LIMITED LIABILITY COMPANY OR COMPANY LIMITED BY GUARANTEES</b>	
3.1	Amount of paid up capital	
3.2	Name of Directors	
3.3	Date of Registration of Company	
3.4	Copies of the Balance sheet of the company for the last 3 years.	
4.0	<b>GENERAL</b>	
4.1	Income Tax PAN No. of the firm.	
4.2	Provident Fund Registration No. of the firm.	
4.3	Sales Tax Registration No. of the firm.	

**SIGNATURE OF BIDDER :**

**NAME OF BIDDER :**

**COMPANY SEAL :**

**DETAILS OF SIMILAR WORKS COMPLETED DURING LAST 04 (FOUR) YEARS**

Sl. No.	DESCRIPTION OF WORK	POSTAL ADDRESS OF CLIENT	CONTRACT VALUE	COMPLETED VALUE	STARTING DATE	SCHEDULED COMPLETION DATE	ACTUAL COMPLETION DATE	WHETHER COPY OF CONTRACT/COMP. CERT SUBMITTED	REASONS FOR DELAY, IF, ANY

NOTE: Performance Report issued by Client for all above job(s) to be furnished.

SIGNATURE OF BIDDER :

NAME OF BIDDER :

COMPANY SEAL :

**PERFORMANCE REPORT OF WORKS REFERRED IN FORM-C1**

1. Name of work/ Project & Location :
  2. Name of Client and Address :
  3. Agreement No./ Work Order No. :
  4. Value of work as per  
work order/Award : Rs.
  5. Total value of actual work done : Rs.
  6. Estimated Cost of award : Rs
  7. Date of start :
  8. Date of completion
    - i) Stipulated date of completion :
    - ii) Actual date of completion :
  9. Amount of compensation levied for delayed completion, if any : Rs.
  10. Amount of reduced rates item if any : Rs
  11. Amount of compensation not yet decided :
  12. Performance Report
    - 1) Quality of work Very Good/Good/Fair/Poor
    - 2) Financial soundness Very Good/Good/Fair/Poor
    - 3) Technical Proficiency Very Good/Good/Fair/Poor
    - 4) Resourcefulness Very Good/Good/Fair/Poor
    - 5) General behaviour Very Good/Good/Fair/Poor
- 

Dated: (Signature & Stamp of Sanitary Inspector or Equivalent) Note :

1. This FORM should be submitted separately for each work indicated in FORM-C1 by the bidder.
2. This FORM shall be signed & stamped by the Bidder's Client not below the rank of Sanitary Inspector or equivalent.

**DETAILS OF ANNUAL TURNOVER**

**A FINANCIAL DETAILS**

FINANCIAL YEAR	GROSS ANNUAL TURNOVER ON CONSTRUCTION WORK (IN Lakhs)	PROFIT/LOSS (IN Lakhs)
2011-12		
2010-11		
2009-10		

**B. Audited balance sheet and profit & loss account for above three years to be submitted.**

**C. Solvency certificate from Banker**

**D. Net Worth for the**                      **Net Worth = Reserves + Capital – Accumulated Loss**  
 Financial year 2011-12                      = Or Calendar  
 year 2011    = [Provide detailed  
 calculation  
 As per the heads indicated]

**E. Are you under liquidation, court receivership or similar other proceedings?  
 If YES provide details**

**COMPANY SEAL**

**NAME OF BIDDER:**

**SIGNATURE OF BIDDER:**

**DETAILS OF CONCURRENT COMMITMENTS**

Sl. No.	POSTAL ADDRESS OF CLIENT & NAME OF OFFICE-IN-CHARGE	DESCRIPTION OF WORK	VALUE OF WORK (IN RUPEES)	DATE OF COMMENCEMENT OF WORK	SCHEDULE COMPLETION PERIOD. (IN MONTHS)	PERCENTAGE COMPLETION AS ON DATE	EXPECTED DATE OF COMPLETION	REMARKS

**SIGNATURE OF BIDDER :**

**NAME OF BIDDER :**

**COMPANY SEAL :**

**DETAILS OF EQUIPMENTS, TOOLS & TACKLES PROPOSED FOR DEPLOYMENT**

The Bidder shall submit the details of minimum construction equipments, Tools & Tackles etc. as per SCC in the following format, proposed to be deployed for the project.

SL. No.	Equipment Description	Nos.	Capacity & Make	If Owned by Bidder		If likely to be purchased by Bidder, expected date of purchase	If to be Hired		Remarks
				Present Location	Expected Date of availability		Source of Hiring	Reference of consent letter	

- Note - 1. In case of equipment are to be hired, Bidder shall indicate the source of Hiring and enclose the consent letter from such sources.  
 2. Bidder shall clearly indicate the expected date of availability of Owned/ Hired equipment.

**SIGNATURE OF BIDDER** : \_\_\_\_\_

**NAME OF BIDDER** : \_\_\_\_\_

**COMPANY SEAL** : \_\_\_\_\_

**COMPLIANCE TO BID REQUIREMENT**

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation, all technical, commercial and other conditions whatsoever of the Bidding Documents and Addendum to the Bidding Documents, if any, for subject work issued by Municipal Corporation, Rohtak.

We hereby further confirm that any terms and conditions if mentioned in our bid (Un-priced as well as Priced Part) shall not be recognized and shall be treated as null and void.

**SIGNATURE OF BIDDER** : \_\_\_\_\_

**NAME OF BIDDER** : \_\_\_\_\_

**COMPANY SEAL** : \_\_\_\_\_



**EXCEPTIONS AND DEVIATIONS**  
(FOR COMMERCIAL PART)

SL.NO.	REFERENCE OF BIDDING DOCUMENT		SUBJECT	DEVIATIONS
	PAGE NO.	CLAUSE NO.		

NOTE: This shall be submitted separately for Commercial & Technical Sections.

**SIGNATURE OF BIDDER** : \_\_\_\_\_

**NAME OF BIDDER** : \_\_\_\_\_

**COMPANY SEAL** : \_\_\_\_\_

**EXCEPTIONS AND DEVIATIONS (FOR  
TECHNICAL PART)**

SL.NO.	REFERENCE OF BID DOCUMENT		SUBJECT	DEVIATIONS
	PAGE NO.	CLAUSE NO.		

NOTE: This shall be submitted separately for Commercial & Technical Sections.

**SIGNATURE OF BIDDER** : \_\_\_\_\_

**NAME OF BIDDER** : \_\_\_\_\_

**COMPANY SEAL** : \_\_\_\_\_

**BIDDER'S QUERIES**

SL. NO.	BIDDING DOCUMENT		SUBJECT	BIDDER'S QUERY	OWNER'S REPLY
	PAGE NO.	CLAUSE NO.			

**DECLARATION BY THE BIDDER**

We \_\_\_\_\_ (Name of the Bidder) hereby represent that we have gone through and understood the Bidding Document (in two parts) in Part-I (Commercial Section & Technical Section) and Part-II (Schedule of Rates) and that our Bid has been prepared accordingly in compliance with the requirement stipulated in the said documents.

We are submitting a copy of Bidding Document marked "Original" as part of our Bid duly signed and stamped on each page in token of our acceptance. We undertake that Part-I and Part-II of the Bidding Document shall be deemed to form part of our bid and in the event of award of work to us; the same shall be considered for constitution of Contract Agreement. Further, we shall sign and stamp each page of this Part-I and Part-II as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.

We further confirm that we have indicated prices in Schedule of Rates and submitted in Price Bid in separately sealed envelope. We confirm that rate quoted by us includes price for all works/activities/supply etc. as mentioned in item description of the items in Schedule of Rates.

**SIGNATURE OF BIDDER :**

**NAME OF BIDDER** : \_\_\_\_\_

**COMPANY SEAL** : \_\_\_\_\_

**NOTE:** This declaration should be signed by the Bidder's representative who is signing the Bid.

**DETAILS OF P.F. REGISTRATION**

Bidder to furnish details of Provident Fund Registration:

**P.F. REGISTRATION NO.** :

**DISTRICT & STATE** :

We hereby confirm that the above PF Account is under operation presently and shall be used for all PF related activities for the labour engaged by us in the present work (if awarded to us).

**(SIGNATURE OF BIDDER)**

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL**

**[One person to be nominated by each member of the consortium]**

(On Non- Judicial Stamp Paper of Rs. 60/-)

POWER OF ATTORNEY

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorise Mr /Ms.....(name and residential address) who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to, for **Sweeping of Northern Bye-pass starting from Rajeev Chowk to Hisar Bye-pass Chowk, within the jurisdiction of MCR, by deploying Mechanical Sweeping Machine of required capacity**

for Municipal Corporation, Rohtak (hereinafter referred to as MCR), including signing and submission of all documents and providing information/responses to MCR in all matters in connection with our Proposal for the Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the \_\_\_\_\_ Day of \_\_\_\_\_ 2013

To be signed by all Director(s)/ Proprietors of the firm/member

Accepted

\_\_\_\_\_ Signature)

(Name, Title and Address of the Attorney)

Date : .....

Note:

1. In case of Bidders who are not resident in India, the Power of Attorney may be submitted on plain paper attested by any authorised Sanitary Inspector of the Embassy of India and duly stamped by the Department of Stamps & Registration, Government of Haryana.
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay down by the applicable law [Indian Laws Only] and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
3. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
4. In case an authorised Director of the Applicant signs the Application, a certified copy of the appropriate resolution conveying such authority may be enclosed in lieu of the Power of Attorney.

**FORMAT FOR POWER OF ATTORNEY FOR DESIGNATING LEAD MEMBER OF CONSORTIUM**

*(On a Stamp Paper of Rs 60/- )*

POWER OF ATTORNEY

Whereas, Municipal Corporation, Rohtak("MCR") has invited proposals from qualified Applicants **Sweeping of Northern Bye-pass starting from Rajeev Chowk to Hisar Bye-pass Chowk, with in the jurisdiction of MCR, by deploying Mechanical Sweeping Machine of required capacity.** Whereas, the Consortium being one of the qualified Applicants is interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Qualification (RfQ Document), Request for Proposal (RfP Document) and other connected documents in respect of the Project, and

Whereas, it is necessary under the RfP Document for the members of the Consortium to designate the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Proposal for the Project or in the alternative to appoint one of them as the Lead Member who, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium's Proposal for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. -----, and M/s..... (the names and address of the registered offices), do hereby designate M/s.....being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's Proposal for the Project, including submission of Proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with MCR, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Contract Agreement is entered into with MCR.

We hereby agree to ratify all acts, deeds and things lawfully done by the Lead Member and our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this the .....Day of .....2013

.....

(Executants)

(TO BE EXECUTED BY BOTH MEMBERS OF THE CONSORTIUM)

**Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law [Indian Laws only] and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure (for a body corporate).**

**FORMAT FOR ANTI-COLLUSION CERTIFICATE**

**Anti-Collusion Certificate**

We hereby certify and confirm that in the preparation and submission of our Proposal for the properties listed below, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated this .....Day of ....., 2013

.....

(Name of the Bidder1)

.....

(Signature of the Authorised Person)

.....

(Name of the Authorised Person)

*Note:*

1. *On the Letterhead of the Bidder*
2. *To be executed by both members in case of Consortium*

---

1 Names of all members in case of Consortium



**FORMAT FOR LETTER OF UNDERTAKING FOR ADHERENCE TO TECHNICAL SPECIFICATIONS**

Executive Engineer-I  
Municipal Corporation, Rohtak  
Rohtak – 124001, India

Dear Sir,

**Subject: Sweeping of Northern Bye-pass starting from Rajeev Chowk to Hisar Bye-pass Chowk, within the jurisdiction of MCR, by deploying Mechanical Sweeping Machine of required capacity**

We hereby represent and confirm that our Technical Proposal is unqualified and unconditional in all respects and conforms to the technical specifications as set out in the of the RfP Document for the above project.

..... (Signature of the Authorised Person)

..... (Name of the Authorised Person & designation)

..... (Date)

*Note:*

1. *On the Letterhead of the Bidder or Lead Member of Consortium*
2. *To be signed by the Lead Member in case of a Consortium.*

**Format of Bank Guarantee [Proposal Security]  
(To be executed on Requisite Non-Judicial Stamp Paper of Rs.60)**

WHEREAS, (name of the Bidder) wishes to submit has proposal for the selection of Contractor for **Sweeping of Northern Bye-pass starting from Rajeev Chowk to Hisar Bye-pass Chowk, within the jurisdiction of MCR, by deploying Mechanical Sweeping Machine of required capacity** , hereinafter called "Proposal".

KNOW ALL MEN by these present that we (name of bank) of (city and country) having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are irrevocably and unconditionally bound to the "MCR" in the sum of Rs. \_\_\_\_\_ (in Ward) \_\_\_\_\_ which payment can truly be made to MCR. The Bank binds themselves, their successors and assigns by these presents.

Sealed with the Common Seal of the Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

THE CONDITIONS of this obligation are:

- (a) If the Bidder withdraws his Proposal at any time during the stipulated period of Proposal Validity specified in the RfP document and ; or
- (b) If the Bidder, for the period of the Proposal Validity as per RfP in MCR opinion commits a material breach of any of the terms and/or conditions contained in the RfP Document and/or subsequent communication from MCR in this regard; or
- (c) If the Bidder, having been notified of the acceptance of its Proposal by the MCR fails or refuses to comply with the following requirements:
  - Pay the performance security.
  - Sign the Contract agreement.

We agree and undertake, absolutely, irrevocably and unconditionally to pay to the MCR, as the case may be, the above amount without protest, delay or demur upon receipt of MCR first written demand, without the MCR having to substantiate its demand, provided that in its demand the MCR will note that the amount claimed by it is due to it owing to the occurrence of one or more of the conditions set out above, specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including the date of expiry of the period of Proposal Validity as stated in the RfP Document or as extended by MCR at any time as per RfP, notice of which extension to the Bank being hereby waived.

In the event that this Bidder is selected for award of the project through the issue of the Letter of Intent, the Bid security shall remain in force until the date of signing of agreement by such Bidder.

OR

In the event this Bidder is not selected for award of the Project, the Bid Security shall remain in force up to and including a period of 90 days after the expiration of the bid validity period or signing of the agreement, whichever is later.

Any demand in respect of this Guarantee should reach the Bank not later than the date of expiry (as defined above) of this Guarantee.

The jurisdiction in relation to this Guarantee shall be the courts of Rohtak and the Indian law shall be applicable.

SIGNATURE OF AUTHORISED  
REPRESENTATIVE OF THE BANK\_

NAME AND DESIGNATION \_\_\_\_\_

SEAL OF THE BANK \_\_\_\_\_

SIGNATURE OF THE WITNESS\_\_\_\_\_

NAME OF THE WITNESS\_\_\_\_\_

ADDRESS OF THE WITNESS

# DRAFT AGREEMENT

THIS CONTRACT AGREEMENT is entered into on this the \_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ (Year) at \_\_\_\_\_.

BETWEEN

The Municipal Corporation Rohtak, a body established under The Haryana Municipal Corporation Act, 1994, having its Head Office at Rohtak through \_\_\_\_\_ in his/her executive capacity (hereinafter called MCR) which expression shall unless repugnant to the context or meaning thereof shall mean and include all successors assignee and nominees) of the one part

AND

M/S....., a company/joint venture/firm/proprietorship having its registered office at \_\_\_\_\_ through \_\_\_\_\_ (hereinafter referred to as the "CONTRACTOR" which expression shall unless repugnant to the context or meaning thereof shall mean and include all its successors, assignees, executors and administrators etc) of the other part.

## PREAMBLE

WHEREAS

The Municipal Corporation Rohtak (MCR) intends to outsource the work of **"Sweeping of Northern Bye-pass starting from Rajeev Chowk to Hissar Bye-pass Chowk, within the jurisdiction of MCR, by deploying Mechanical Sweeping Machine of required capacity** from the interested parties i.e. a company/firm/joint venture/ proprietorship firm, having adequate experience in this filed and adequate financial strength. hereinafter referred to as "the Project".

- A. MCR invited proposals from eligible persons/firms/companies for implementing the Project;
- B. In response to the aforesaid proposal invitation, MCR has received proposals from several bidders including the CONTRACTOR (as hereinafter defined) for implementing the Project;
- C. MCR, after evaluating the aforesaid proposals, accepted the bid submitted by the CONTRACTOR and issued the Letter of intent dated \_\_\_\_\_(LOI) to the CONTRACTOR; The Contractor accepted the Lol vide its letter dated \_\_\_\_\_
- D. In accordance with the requirements of the said proposal/bid submitted by the CONTRACTOR, MCR has agreed to grant the CONTRACT (as hereinafter defined) for **"Sweeping of Northern Bye –pass starting from Rajeev Chowk to Hissar Bye-pass Chowk within the jurisdiction of MCR, by deploying Mechanical Sweeping Machine of required capacity** on the terms conditions and covenants hereinafter set forth in this Agreement.
- E. The CONTRACTOR hereby accepts the CONTRACT granted and undertakes to implement the Project in terms of the CONTRACT.

NOW THEREFORE in lieu of the mutual promises and considerations set out herein, MCR and the CONTRACTOR (each individually a 'Party' and collectively 'Parties' hereto) hereby agree to be bound by the provisions of this Agreement.

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meanings hereinafter respectively assigned to them:

“Agreement” means this Agreement including Schedule ‘A’ here to, and any amendments thereto made in accordance with the provisions of this Agreement.

“Applicable Laws” means all laws, promulgated or brought into force and effect and all Rules and Regulations made and all Notifications and Guidelines issued there under by the Government of Haryana, including all judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of this Agreement.

“Applicable Permits” means all clearance, permits, authorizations, consents and approvals under or pursuant to Applicable Laws, required to be obtained and maintained by the CONTRACTOR, in order to implement the Project in accordance with this Agreement.

“Arbitration Act” means the Arbitration and Conciliation Act, 1996 and shall include any modifications to or any re-enactment thereof as in force from time to time.

“Bidder” means any individual, company, corporation, partnership, joint venture, trust, unincorporated organization, government or Government Agency or any other legal entity.

“Bid Variable” means the Contract fee payable to the CONTRACTOR by MCR as provided in Article 3 “Change

in Law” means the occurrence of any of the following after the date of this Agreement:

- a. The enactment of any new Indian law:
- b. The repeal modification or re-enactment of any existing Indian law:
- c. The commencement of any Indian law which has not entered into effect until the date of this Agreement.
- d. A change in the interpretation or application of any Indian law by a court of record as compared to such interpretation of application by a court of record prior to the date of this Agreement; or
- e. Any change in the rates of the taxes.

“Chief Sanitary Inspector” means Chief Sanitary Inspector, Municipal Corporation, Rohtak

“COD” means the commercial operations date of the Project within which the Contractor is expected to complete all requirements i.e. purchase/arrangement of New Mechanical Sweeping Machine/Vehicle(s) fitted with GPS/wireless system of required technical specifications and standards, subject to the provisions of this Agreement, be not later than 4 months from the commencement date.

“Commencement Date” means the date on which the physical possession of the Project Site is delivered by MCR to the Contractor, which shall not be later than 30 days from the date of this Agreement.

“CONTRACT” shall have the meaning ascribed thereto in Article 2. “Contract

Period” means the period as applicable specified in Article 2.3

“CONTRACTOR” means M/S ..... and shall include its successors and permitted assigns expressly by MCR.

“Cleaning of roads, services lane(s), central verge(s) and footpath(s)” means all and things necessary to achieve commercial operation of the Project in accordance with this Agreement.

The work shall consist of picking, removal and disposal of loose materials/ debris/ rubbish deposited on or along the road, service lane, central verge and footpath by mechanical sweepers and manual sweeping where machine cannot reach, once a day during the day time and shall report regarding the lying of dead animal, if any on these roads and in the vicinity of the area under contract to MCR and disposal of solid waste at designated place i.e. Solid Waste Disposal site located at sunariya Bhiwani road Rohtak by means of covered dumpers.

“Contractor” means person with whom the Contractor has entered into/may enter into all or any of the Project Agreements.

“Commissioner” means Commissioner, Municipal Corporation, Rohtak

“Cure Period” means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default

“Dispute” shall have the meaning ascribed thereto in Article 10

“Dispute Resolution Procedure” means the procedure for resolution of Disputes set forth in Article 12.

“Deputy Municipal Commissioner” means Deputy Municipal Commissioner, MCR.

“Emergency” means a condition or situation that is likely to endanger the security of the individuals on or about the Project including users thereof or which poses an immediate threat of material damage to any of the Project Assets.

“Encumbrance” means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect on the security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, and physical encumbrances and encroachments on the Project Site.

“Executive Engineer-I” means Executive Engineer-I, Municipal Corporation, Rohtak

“Force Majeure Event” shall have meaning ascribed thereto in Article 11.

“Good Industry Practice” means those practices, methods, techniques, standards, skills, diligence and prudence which are generally and reasonably expected of and accepted internationally from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and acting generally in accordance with the provision of the Haryana Municipal Corporation Act, 1994 and rules made there under and would mean good Sanitary Inspecting practices in the design, Sanitary Inspector, construction and project management and which would be expected to result in the performance by the CONTRACTOR of its obligations and in the operation and maintenance of the Project in accordance with this Agreement, Applicable Laws, Applicable Permits, reliability, safety, environment protection, economy and efficiency.

“Government Agency” means the Government of India, the Government of National Capital Territory of Rohtak, MCR, or any State Government or Governmental, department, commission, board, body,

bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the CONTRACTOR, the Project Assets or any portion thereof, or the performance of all or any of the services or obligations of the CONTRACTOR under or pursuant to this

Agreement.

“Implementation Period” means the period beginning from the Commencement Date and ending on the COD. The Implementation Period shall include the renovation period, plus a time required by the Contractor for all pre-renovation activities such as investigation/study, designing, obtaining necessary approvals and arrangement of finance.

“Machine” means mechanical rotary brooming or vacuum brooming machine(s) of required specification(s) and capacity.

“Material Adverse Effect” means material adverse effect on (a) the ability of the Contractor to observe and perform any of its rights and obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement.

“Material Breach” means a breach by either Party of any of its obligations under this Agreement which has/is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure within the Cure Period.

“MCR” means the Municipal Corporation, Rohtak established under the Haryana Municipal Corporation Act 1994 [amended up to date].

“Operations Period” means the period commencing from COD and ending at the expiry of the Contract Period.

“Parties” means the parties to this Agreement collectively and “Party” shall mean either of the Parties of this Agreement individually.

“Performance Security” means the Performance Security for renovation or Performance Security for operation and maintenance as applicable in terms of Article 4.

“Project” means **“Sweeping of Northern Bye-pass starting from Rajeev Chowk to Hisar Bye-pass Chowk, with in the jurisdiction of MCR, by deploying Mechanical Sweeping Machine of required capacity”**; which the Contractor is required to keep them clean in accordance with the provisions of this Agreement.

“Project Agreements” means collectively this Agreement, any contract for the design, Sanitary Inspecting, procurement and any other material contract (other than the Financing Documents) entered into or may hereafter be entered into by the Contractor in connection with the Project.

“Project Assets” means all physical and other assets relating to and forming part of the Project including but not limited to (i) rights over the Project Site in the form of license, or otherwise, (ii) tangible assets such as civil works including foundations, embankments, pavements, drainage works, plumbing works, sanitary fittings, lighting facilities, sign boards, electrical works for lighting on the Project, telephone and other communication systems, equipment for the Project, and wayside amenities.

“Project Facility” means collectively the facilities on the Project Site i.e. carriage way, service lane, central verge and footpath to be kept clean for use of the users by implementing the Project.

“Project Site” means the road site(s) particulars whereof are set out in Schedule ‘A’ on which the Project Facility is to be provided in accordance with this Agreement.

“Senior Sanitary Inspector” means Senior Sanitary Inspector, Municipal Corporation, Rohtak

“Sanitary Inspector in Charge” means the Chief/Senior Sanitary Inspector designated by MCR under written communication to the Contractor to undertake the supervision of work during the Contract period and to undertake, perform and carry out the duties, responsibilities, services and activities set forth in this Agreement.

“Specifications and Standards” means the specifications and standards relating to the quality, capacity and other requirements for the Project as set forth and any modifications thereof, or additions hereto as included in the design and inspection for the Project submitted by the Contractor to, and expressly approved by MCR.

“Statutory Auditors” means a reputed firm of Chartered Accountants duly licensed to practice in India acting as statutory auditors of the Contractor.

“Termination” means termination of this Agreement and the Contract hereunder pursuant to a Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include the expiry of this Agreement/Contract due to expiry to the Contract Period in the normal course.

“Termination Date” means the date on which the Termination occurs which shall be the date on which Termination Notice has been delivered or deemed to have been delivered by a Party issuing the same to the other Party in accordance with the provisions of this Agreement.

“Termination Notice” means a communication in writing by a Party to the other Party regarding Termination in accordance with the applicable provisions of this Agreement.

“Termination Payment” means the aggregate of the amounts payable by MCR to the Contractor under this Agreement upon Termination.

“Test” means the tests to be carried out to determine the Project Completion and its certification by the MCR Sanitary Inspector prior to commencement of commercial operation of the

Project. “Total Project Cost” means the lowest of the following:

- (a) Actual capital cost of the Project upon completion of the Project as certified by the Statutory Auditors; or
- (b) Total project cost as set forth in Financing Documents.

## 1.2 Principles Interpretation

- a. The Article numbers, clause numbers, headings and marginal headings in this Agreement are solely for the purpose of facilitating reference and shall not impact the construction or interpretation of this Agreement.
- b. Words importing Persons or Parties shall include firms, companies, corporations, trusts, associations and any organizations having legal capacity to sue and be sued in their names.
- c. Words importing the singular also include the plural and vice-versa where the context requires.
- d. Words importing one gender also include other gender.
- e. In case of ambiguities or discrepancies in this Agreement, the following shall apply;
  - (i) between two Articles of this Agreement, the provisions of specific Articles relevant to the issue under consideration shall prevail over those in other Articles;
  - (ii) between the Clauses and the Schedules, the Clauses shall prevail;



- (iii) between the written description of the drawings and the Specifications and Standards, the latter shall prevail;
- (iv) between the dimensions scaled from the drawings and their specific written dimensions, the latter shall prevail;
- (v) between any value written in numerals and that in words, the latter shall prevail.

## 2. CONTRACT & PROJECT SITE

- 2.1 **Grant of Contract:** Subject to and in accordance with the terms and conditions set forth in this Agreement, MCR hereby grants and authorises the Contractor to investigate, study, design, finance and keep the Project Facilities clean (collectively “the Contract”).
- 2.2 The title of interest, ownership and rights with regard to project facilities by the Contractor for MCR along with fixtures/fittings provided therein and the land beneath shall vest with the MCR except that these will be cleaned by the Contractor as agreed in this Agreement.
- 2.3 **Contract Period:** The Contract hereby granted is for a period of 3 (Three) years commencing from the Commencement Date during which the Contractor is authorized to implement the Project in accordance with the provisions hereof; the contract may thereafter be extended for another two years on mutually agreed terms and conditions.
- 2.3.1 In the event of Termination, the Contract Period shall mean and be limited to the period commencing from the Commencement Date and ending with the Termination Date.
- 2.4 **Acceptance of the Contract:** The Contractor hereby accepts the Contract and agrees and undertakes to implement the Project/provide the Project Facility, and to perform/discharge all of its obligations in accordance with the terms and conditions set forth in this Agreement.
- 2.5 **Project Site**
- (a) MCR hereby undertakes to handover to the Contractor physical possession of the Project Site free from encumbrance within 30 days from the date of this Agreement together with the necessary rights of way/way leaves for the purpose of implementing the project in accordance with this Agreement. The number of roads may be increased/decreased and the Contract fee accepted by MCR will increased/decreased accordingly.  
MCR confirms that upon the project site being handed over pursuant to the preceding Sub-Clause (a), the Contractor shall have the right to enter upon, occupy and use the Project Site as may be necessary or appropriate to implement the Project in accordance with the provisions of this Agreement.
- 2.6 **Use of the Project Site:** The Contractor shall not without prior written consent or approval of MCR use the Project Site for any purpose other than for the purposes of the Project and purposes incidental thereto as permitted under this Agreement or as may otherwise be approved by the MCR.
- 2.7 **Information about the Project Site:** The information about the Project Site set out in Schedule ‘A’ is provided by MCR in good faith and with due regard to the matters for which such information is required by the Contractor, MCR agrees to provide to the Contractor, upon a reasonable request, any further information relating to the project site, which MCR may now possess or may hereafter come to possess. Subject to this MCR makes no representation and gives no warranty to the Contractor in respect of the condition of the Project Site.
- 2.8 **Peaceful Possession**
- MCR warrants that:
- (a) The Project Site having been acquired through the due process of law belongs to and vested in

MCR, and that MCR shall have full powers to hold, dispose of and deal with the same consistent, interalia, with the provisions of this Agreement;

- (b) The Contractor shall have no obligation/liability as to payment of any compensation whatsoever to whomsoever the Project Site or any part thereof had been acquired from and that the same shall be the sole responsibility of MCR and
- (c) The Contractor shall, subject to complying with the terms and conditions of this agreement remain in peaceful possession and enjoyment of the Project Site during the Contract Period. In the event the Contractor is obstructed by any Person/Company claiming any right, title or interest in or over the Project Site or any part thereof MCR shall, if called upon by the Contractor, defend the Contractor against such claims and proceedings and also kept the Contractor indemnified against any direct or consequential loss or damages which the Contractor may suffer, on account of any such right, title, interest or charge.

## **2.9 Rights and Title over the Project Site:**

- (a) The Contractor shall have exclusive rights to the use of the Project Site in accordance with the provisions of this Agreement.
- (b) The Contractor shall allow access to, and use of the Project Site/Project Facility for the authorities/agencies laying telegraph lines, electric lines or such other public purposes as MCR may specify, provided that such access or use does not result in a Material Adverse Effect or closure of Project Facility for a period exceeding 30 days at a stretch at any location and the MCR undertakes to ensure that the Project Facility is restored at the cost and expenses of MCR as per the Specifications and Standards.
- (c) The Contractor shall not part with or create any Encumbrance on the whole or any part of the Project Site save and except as set forth and permitted under this Agreement provided however that nothing contained herein shall be construed or interpreted as restriction on the right of the Contractor to appoint any Contractor for the performance of its obligations hereunder including for operation and maintenance of all or any part of the Project/Project Facility.

## CONTRACT FEE

### 3.1 The quote for CONTRACT fee

- (i) The Contract fee is Rs. \_\_\_\_\_ [payment shall be released on the basis of rates agreed between MCR and Contractor, after making actual measurement(s) of the work done by the Contractor], to be paid monthly by the MCR to the Contractor. The Contract fee shall be increased @ 3.5% every year.
- (ii) Contract fee will be payable by the MCR to Contractor from the Commercial operation date till the end of the Contract period or any extension thereof.
- (iii) The CONTRACTOR shall pay all duties and taxes in consequence of its obligations under this CONTRACT agreement and the Contract fee shall not be adjusted for such costs.

## 4 Performance Security

- 4.1.1 The selected concessionaire shall be obligatory to perform its duties strictly in accordance to the terms and conditions of this concession.

The selected bidder shall deposit a sum of Rs 20, 00,000/- [Rs Twenty Lacs only] as performance security on or before the signing of this agreement, in the shape of demand draft OR a bank Guarantee from a Nationalised /Schedule bank; in favour of MCR.

The performance security shall be valid for the entire period of the Contract.

- 4.1.2 **Fresh Performance Security:** In the event of the encashment of the Performance Security by MCR pursuant to Encashment Notice issued in accordance with the provisions of Article 10.2 the CONTRACTOR shall within 30 (thirty) days of the Encashment Notice furnish to MCR fresh Performance Security failing which MCR shall be entitled to terminate this Agreement in accordance with the provisions of Article 10.2 of this Agreement. This provisions set forth in Article 4.1.1 above shall apply mutatis mutandis to such fresh Performance Security.

## 5 Obligations

### 5.1 Obligations of the Contractor

In addition to and not in derogation or substitution of any of the obligations set out elsewhere in this Agreement including the Schedules, the Contractor agrees and undertakes as under:

The CONTRACTOR shall at its own cost and expense:

- (i) The CONTRACTOR shall adhere to the provisions of Haryana Municipal Corporation Act 1994.
- (ii) Make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of the Contractor's obligations under this Agreement and shall be solely responsible for compliance with all labour laws and shall be solely liable for all possible claims from any third party and employment related liabilities of its staff employed in relation with the project and hereby indemnifies MCR against any accident claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall MCR be treated as employer in this regard;

- (iii) Neither place or create nor permit any other person claiming through or under the CONTRACTOR to create or place any Encumbrance over all or any part of the Project Assets, or on any rights of the CONTRACTOR therein, save and except as expressly set forth in this Agreement;
- (iv) Be responsible for safety, soundness and durability of the Project Facility including all structures forming part thereof and their compliance with the Specifications and Standards;
- (v) Ensure that Project Site and facilities created are not defaced by any kind of writings/posters.
- (vi) MCR shall endeavour to provide electricity & water connection to the CONTRACTOR at the cost of Contractors. The Contractor will have to apply for an electric/water connection. Commercial charges shall apply on electric/water consumption. It is clarified that wherever release of regular water connection of water is not possible, the Contractor shall make its own arrangement at its own cost.
- (vii) The Contractor shall apply for and obtain all necessary clearances and/or approvals that may be required.
- (viii) In case of loss due to theft or damage to the assets; due to negligence of the bidder, the Contractor shall be responsible for making good the same immediately at its own cost and shall continue to keep them available for public use, at all times, within the Contract Period.
- (ix) Hand back the project facilities to MCR, at the end of the Contract period.

## **5.2 Obligations of MCR**

MCR shall:

- i) handover the physical possession of the Project Site of the Contractor within 30 days from the date of this Agreement;
- ii) Grant as per applicable procedure or where appropriate provide necessary assistance to the Contractor in securing Applicable Permits, permissions and approvals required for the project. However, the Contractor shall be liable to pay such fee or deposits to the concerned authorities as may be necessary.

## **6.0 PROJECT IMPLEMENTATION**

### **6.1 Monitoring and Supervision during Implementation:**

The CONTRACTOR is expected to complete all requirements i.e. purchase/arrangement of New Mechanical Sweeping Machine/Vehicle(s) fitted with GPS/wireless system of required technical specifications and standards, subject to the provisions of this Agreement, be not later than 3 months from the commencement date.

The Contractor shall give to the Sanitary Inspector in charge, its complete programme for different stages of execution, planning, designing, fabrication, and erection etc. of the Project.

The Contractor shall submit to the Sanitary Inspector in charge, a programme supported with BAR Chart for purchase/arrangement of New Mechanical Sweeper(s)/Vehicle(s) fitted with GPS/wireless/mobile phone system of required technical specifications and standards.

1. The Contractor shall ensure placement of Safety device(s) and signage(s) at work site during working hours, as per MORT & H [Ministry of Road Transport & Highways] Specification, accident if any due to his/her faulty working shall be his/her exclusive responsibility.

The loose materials/debris/rubbish such as i.e. leaves, fallen branches, articles etc. that have fallen from vehicles or from any other source(s), from the road, service lane, footpath & central verge surface shall be removed by engaging/deploying mechanical rotary brooming or vacuum brooming machine(s) to keep it neat and clean.

The collected rubbish shall be disposed off by the Contractor [all lift/leads], designated site by the Municipal Corporation of Rohtak (MCR) i.e. Solid waste dumping site at Sunariyan, Bhiwani road, Rohtak by deploying compactors of suitable capacity;.

The work of cleaning of carriageway shall be undertaken/carried out preferably during the night hours i.e. from 10 PM to 7AM, when traffic density is minimum.

The bidder shall deploy at least 1.5 labour/ Km. length of road [equipped with necessary tool & plants like broom, belcha, wheel barrow etc.] for picking the littering material from the road surface/service lane and footpath/central verge, cutting of vegetation- maintenance of green area during day time.

## **6.2 Maintenance Manual**

The Contractor shall in consultation with the Sanitary Inspector in charge evolve not later than 30 (thirty) days before the Scheduled Project Completion Date, a manual for the regular and preventive maintenance (the "Maintenance Manual") and shall ensure and procure that at all times during the Operation Period, the project is maintained in a manner that it complies with the Specifications and Standards. The Contractor shall supply, at least one month before the COD, 2 (two) copies of the Maintenance Manual to the Sanitary Inspector in charge.

## **6.3 Maintenance Programme**

- a. Not later than forty five (45) days before the beginning of each Accounting Year the Contractor shall provide to MCR its proposed programme of preventive and other scheduled maintenance of the Project subject to the minimum Maintenance Requirements necessary to maintain the Project at all times in conformity with the Specifications and Standards (the "Maintenance Programme"). Such Maintenance Programme shall include but not be limited to the following.

- i. Intervals and procedures for the carrying out of inspection of all elements of the Project;

- ii. Criteria to be adopted for deciding maintenance needs.

- iii. Preventive maintenance schedule;

- iv. Intervals at which the Contractor shall carry out periodic maintenance;

- v. Intervals for major maintenance and the scope thereof.
- b. Maintenance shall include replacement of equipment, consumable, and repairs to equipment, which form part of the Project/Project Facility.
- c. The Contractor shall keep the Project Facility in a clean; tidy and orderly condition free of litter, dirt and debris.

#### **6.4 EMERGENCY DE-COMMISSIONING**

- (a) If MCR, in public interest, is of the opinion that there exists an Emergency or any other situation, which warrants de-commissioning and closure of whole or any part of the Project Facility. MCR shall notify to the Contractor to de-commission and close the whole, or the relevant part of the Project for so long as such Emergency and the consequences thereof warrant. The MCR may issue such directions as it may deem appropriate to the Contractor for dealing such Emergency and the Contractor shall abide by the same.
- (b) The Contractor shall re-commission the Project Facility or the affected part thereof on receiving the instructions from MCR in this regard.
- (c) In case the de-commissioning or closure is of permanent nature then MCR will allocate alternate site if available. In case alternate locations are not made available, the Contract fee shall be adjusted as per the discretion of the MCR, which will be binding on both the parties.

#### **6.5 Rectification of defects**

If there is damage to any of the project facilities due to ignorance of the bidder, the same shall be repaired by him within 2 days of occurrence of such damage, at his own cost [matching with existing specifications], failing which the MCR will have a right to get it repaired from any source, chargeable from the bidder. The bidder shall not only be charged for repair cost but shall also be fined heavily for his negligence [as per the damage made by the Contractor].

The Contractor shall not be considered in breach of its obligations under this Agreement if any part of the Project is not available on account of any of the following, for the duration thereof;

- i. Force Majeure Event
- ii. Compliance with a request from MCR or the directions of any Government Agency, the effect of which is to close all or any part of the project.

Notwithstanding the above, the Contractor shall keep the unaffected parts of the project for use provided they can be safely operated and kept open for users.

## 6.6 Monitoring and Supervision during Operations

- A. The Contractor shall undertake fortnightly inspection of the Project in accordance with Specifications; Standards required under this Agreement and shall submit reports of such inspection to the MCR.
- B. Deputy Municipal Commissioner, [or his authorized representative(s)] may/will undertake periodic (at least once every calendar month) inspection of the Project jointly with the Contractor to determine the condition of the Project including its compliance or otherwise with the Maintenance Manual, the Maintenance Programme, Specifications and Standards and this Agreement and make out a report of such inspection (the O&M Inspection Report) and forward it to the Contractor.

The O&M Inspection Report shall set forth defects and deficiencies, if any. The Contractor shall within (15 (fifteen) days of the receipt of the O&M Inspection Report remedy the defects and deficiencies with a report (O&M Inspection Compliance Report) specifying in reasonable detail the measures, if any, that have been undertaken for curing the defects or deficiencies. Such inspection or submission of O&M Inspection Compliance Report by the Contractor shall not relieve or absolve the Contractor of its obligations and liabilities hereunder in any manner whatsoever, where the remedying of such defects or deficiencies and/or undertaking such tests is likely to take more than 30 (thirty) days in accordance with Good Industry Practice, the Contractor shall undertake the works in accordance with such practice and submit progress reports of such works every fortnight and finally the O&M Inspection Compliance Report.

## 7.0 CONSTITUTION & ROLE OF STEERING GROUP

**7.1 Constitution:** MCR shall through an office order, constitute a Steering Group comprising the MCR Sanitary Inspector(s), with the implementation of the project and a representative of the Contractor within 30 days of this Agreement. The steering group will be headed by the Senior Sanitary Inspector

**Functions:** The Steering Group shall hold meetings at least once every fortnight to review the progress during the Implementation Period and once every two months during the Operations Period with a view to eliminate procedural delays and address practical difficulties such as problems relating to shifting of utilities (if any), problems in getting electricity/water connections, obstruction by miscreants etc. The Steering Group shall carry out such other functions and exercise such powers as may be prescribed/conferred by Deputy Municipal Commissioner, from time to time.

## **8.0 HANDOVER AND DEFECT LIABILITY PERIOD**

- 8.1 Upon the expiry of the Contract by efflux of time and in the normal course, the Contractor shall at the end of the Contractor Period, hand over peaceful possession of the Project Assets including project Site/Facility at no cost to MCR.
- 8.2 The handing over process shall be initiated at least 3 months before the actual date of expiry of the Contract Period by a joint inspection by the Sanitary Inspector in charge and the Contractor. The Sanitary Inspector in charge shall, within 15 days of such inspection prepare and furnish to the Contractor a list of works/jobs/additions/alterations, if any, to be carried out to bring the project to the prescribed level of service condition at least one month prior to the date of expiry of the Contract Period. In case the Contractor fails to carry out the above works, within the stipulated time period the MCR shall be at liberty to have these works executed by any other Person at the risk and cost of the Contractor and any cost incurred by MCR in this regard shall be reimbursed by the Contractor to MCR within 7 days of receipt of demand. For this purpose, MCR shall without prejudice to any other right/remedy available to it, under this Agreement have the right to forfeit the Performance Security and/or to set off any amounts due, if any and payable by MCR to the Contractor to the extent required/available and to recover deficit amount, if any, from the Contractor.

## **9. CHANGE OF SCOPE & CAPACITY AUGMENTATION**

### **9.1 Change of Scope:**

MCR may notwithstanding anything to the contrary contained in this Agreement require provision of such addition/deletion to the works and services on or about the Project as contemplated by this Agreement ('Change of Scope'), the Contractor shall carry out such additions/deletions on such terms and conditions as mutually agreed upon.

### **9.2 Capacity Augmentation after COD:**

The MCR may, at any time after COD decide to augment its capacity by increasing the number of project facilities in MCR area a view to provide more facilities to the users. The MCR may invite proposals from eligible Persons for additional project facilities. The Contractor shall have option to submit its proposal for the same.

## **10.0 EVENTS OF DEFAULT AND TERMINATION**

### **10.1 Event of Default**

Any of the following events shall constitute an event of default by the CONTRACTOR unless such event has occurred as a result of a breach by MCR of its obligations under this Agreement or a Force Majeure Event:

- (1) The Contractor fails to commence the procurement work of required machine(s)/compactors within 30 days from the Commencement Date.
- (2) The Contractor fails to achieve the COD within the Scheduled Project Completion Date.



- (3) Any representation made on warranty given by the Contractor under this Agreement is found to be false or misleading.
- (4) The Contractor creates any Encumbrance on the Project Site/Project Facility in favour of any Person.
- (5) A resolution is passed by the shareholders of the Contractor for the voluntary winding up to the Contractor.
- (6) Any petition for winding up of the Contractor is admitted by a court of competent jurisdiction or the Contractor is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Contractor are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Contractor under this Agreement and the Project Agreement, and provided that:
  - (i) The amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this Agreement and the Project Agreements;
  - (ii) The amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and has a credit worthiness at least as good as good as that the Contractor as on the date of this agreement; and
- (7) The Contractor suspends or abandons the operations of the Project without the prior consent of MCR, provided that the Contractor shall be deemed not to have suspended/abandoned operation if such suspension/abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) on account of a breach by MCR of its obligations under this Agreement.
- (8) The Contractor repudiates this Agreement or otherwise evidence an intention not to be bound by this Agreement.
- (9) The Contractor suffers an attachment being levied on any of its assets causing a Material Adverse Affect on the Project and such attachment continues for a period exceeding 45 days.
- (10) The Contractor has neglected or failed to regular and proper cleanliness of road(s), service lane(s), central verge(s) and footpath(s), as required under this agreement.
- (11) The Contractor is otherwise in Material breach of this Agreement and wishes to surrender. The surrender will be accepted for complete package and not partly.

## 10.2 Termination due to Event of Default

Without prejudice to any other right or remedy which MCR may have in respect thereof under this Agreement, upon the occurrence of an Event of Default, MCR through Sanitary Inspector in charge shall be entitled to terminate this Agreement by issuing a Termination Notice to the Contractor, provided that before issuing the Termination Notice, MCR shall by a notice in writing inform the Contractor of its intention to issue the Termination Notice (the "Preliminary Notice"). In case the underlying breach/default is not cured within a period of 60 (sixty) days from the date of the Preliminary Notice (Cure Period) MCR shall be entitled to terminate this Agreement by issuing the Termination Notice. Provided further that

- i. If the default is not cured within 30 (thirty) days of the Preliminary Notice, MCR shall be entitled to encash the Performance Security with a notice to the Contractor (Encashment Notice).
- ii. If the default is not cured within 30 (thirty) days of the Encashment Notice and a fresh performance Security is not furnished within the same period in accordance with Article 4.1.2, MCR shall be entitled to issue the Termination Notice.

The following shall apply in respect of cure of any of the defaults and/or breaches of this Agreement.

- i. The Cure Period provided in this Agreement shall and relieve the Contractor from liability for damages and license fee caused by its breach or default.
- ii. The Cure Period shall not in any way be extended by any period of suspension under this Agreement.
- iii. If the cure of any breach by the Contractor requires any reasonable action by the Contractor that must be approved by MCR or any government Agency, the applicable Cure Period shall be extended by the period taken by MCR or the Government Agency to accord the required approval.

## 10.3 Termination Payments

10.3.1 Upon Termination of this Agreement on account of MCR Event of Default, the Contractor shall be entitled to the payment of a sum equal to the "Book Value" of the Project facilities. For the purpose of this Clause, "Book Value" is the value net of depreciation computed on straight-line basis @ 10% per month. The book value shall have to be certified by an independent auditor.

10.3.2 Upon Termination of this Agreement on account of a Contractor Event of Default, MCR shall not be liable to pay any termination payment to the Contractor. However, the Contractor shall be liable to loose his performance security.

10.3.3 Upon termination of this agreement on account of a Force Majeure event, each party shall bear its own costs.

#### **10.4 Rights of MCR on Termination**

Upon Termination of this Agreement for any reason whatsoever, MCR shall have the power and authority to

- i. Take possession and control of Project Assets forthwith;
- ii. Prohibit the Contractor and any person claiming through or under the Contractor from entering upon the Project Assets/dealing with the Project or any party thereof;

#### **11. FORCE MAJEURE**

No failure or omission by either Party to carry out or observe any of the terms and conditions of this Agreement shall give rise to any claim against the Party in question or be deemed a breach of this Agreement if such failure or omission arises from any of the causes beyond the reasonable control of that Party, including, without limitation, war, warlike operation, insurrection, riot, fire, explosion; accident; governmental act, material control regulations or orders act of God, act of the public enemy, epidemic and quarantine restriction provided that the non-performing party has provided the other party with prompt written notice of the obligations it will not be able to perform and has taken all reasonable care to minimize the effect of any such force majeure situation. If a force majeure event that prevents the Contractor from performing it's obligations under this Agreement, does not end within thirty (30) days, then the MCR shall be entitled by written notice to terminate this Agreement.

#### **12 DISPUTE RESOLUTION**

##### **12.1 Mediation**

The parties shall use their best efforts to settle amicably all disputes including any unresolved controversy or dispute arising out of or in connection with the existence, interpretation, performance, or termination of this Agreement, arising out of or in connection with this Agreement ("DISPUTE")

- (i) The party raising the Dispute shall address to the other party a notice requesting an amicable settlement of the Dispute.
- (ii) The Dispute will be referred for resolution between Executive Engineer-I incharge, Mr. [..... ] of MCR (or any other person duly authorized by MCR) and Mr. [ ..... ] of the CONTRACTOR or any other person duly authorized by the CONTRACTOR. The Dispute will then be resolved by them and the agreed course of action documented, within a period of ten (10) days.

##### **12.2 Arbitration**

If the parties are unable to resolve the Dispute by way of amicable settlement in accordance as above, the parties shall refer such Dispute for Arbitration. Any dispute or difference of any nature whatsoever or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this Agreement shall be referred to the Sole Arbitration of the Commissioner MCR or some other officer nominated by the Commissioner. The Contractor will not be entitled to raise any objection to any such Arbitrator on the ground that the Arbitrator is an Executive Engineer-I of the MCR or that he has to deal with the matters to which the contract relates or that in the course of his duties as an Executive Engineer-I of the MCR he had expressed views on all or any of the matters in dispute or difference. In the event of the Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Commissioner as aforesaid at the time of such transfer, vacation of

office or inability to act, shall designate another person to act as Arbitrator in accordance with the terms of the Agreement such person shall be entitled to proceed with the reference from the point at which it was left

by his predecessor. It is also a term of this Agreement that no person other than the Commissioner MCR as aforesaid shall act as Arbitrator as here under. The Award of the Arbitrator so appointed shall be final, conclusive and binding on all parties to the Agreement, subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications/amendments of or re-enactment thereof and the rules made there under and for the time being in force shall apply to the Arbitration proceedings under this clause.

The Award shall be made in writing within three months after entering upon the reference or within such extended time with mutual consent of the parties as the Sole Arbitrator shall by writing under his own hands make.

The place of arbitration shall be Rohtak. The language to be used in the arbitral proceedings shall be English. The dispute, controversy or claim shall be decided in accordance with the Indian Law.

Each Party shall bear the cost of preparing and presenting its own case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the arbitration award otherwise provides. The award of the arbitration panel shall be final and binding and neither Party shall be entitled to commence or maintain any action in a court of law upon the Dispute, except for the enforcement of an arbitral award granted pursuant to this part.

## **13 REPRESENTATIONS AND WARRANTIES**

### **13.1 Representations and Warranties of the CONTRACTOR**

The CONTRACTOR represents and warrants to MCR that:

- a. It is duly organized, validity existing and in good standing under the laws of India.
- b. The bidders should have been registered with the Labour Commissioner under section 7 of the contract labour (Regulations & Abolition) Act-1970.
- c. It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- d. It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement:
- e. It has the financial standing and capacity to undertake the Project;
- f. This agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms thereof;

- g. It is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- h. The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the CONTRACTOR's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- i. There are no actions, suits, proceedings, or investigations pending or, to the CONTRACTOR's knowledge, threatened against it at law or in equity before any court or before any other judicial or other authority, the outcome of which may result in the breach of or constitute a default of the CONTRACTOR under this Agreement or which individually or in the aggregate may result in any Material Adverse Effect;
- j. It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court of any legally binding order of any Government CONTRACTOR which may result in any material Adverse Effect or impairment of the Contractor's ability to perform its obligations and duties under this Agreement;
- k. It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief of any other civil or criminal liabilities which in the aggregate have or may have material Adverse Effect;
- l. Subject to receipt by the Contractor from MCR of the Termination Payment (if any due) and any other amount due under any of the provisions of this Agreement, in the manner and to the extent provided for under the applicable provisions of this Agreement all rights and interests of the Contractor in and to the Project Assets shall pass to and vest in MCR on the Termination Date free and clear of all Encumbrances without any further act or deed on the part of the Contractor or MCR.
- m. No representation or warranty by the Contractor contained herein or in any other document furnished by it to MCR or to any Government Contractor 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; and
- n. No sums, in cash or kind, have been paid or will be paid, by or on behalf of the Contractor, to any person by way of fees, commission or otherwise for securing the CONTRACT or entering into of this Agreement or for influencing or attempting to influence any Sanitary Inspector or employee of MCR in connection therewith.
- o. Without prejudice to any express provision contained in this Agreement, the CONTRACTOR acknowledge that prior to the execution of this Agreement, the Contractor has after a complete and careful examination made an independent evaluation of the specifications and Standards, Project Site and all the information provided by MCR, and has determined to the Contractor's satisfaction the nature and extent of such difficulties, risks and hazards as are likely to arise or may be faced by the Contractor in the course of performance of its obligations hereunder.

- p. The Contractor further acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in (a) above and hereby confirms that MCR shall not be liable for the same in any manner whatsoever to the Contractor.
- q. That it is a term of this agreement that the Contractor shall be personally liable, accountable and responsible for any or all the damages/losses caused to the users, and the Contractor shall also be responsible liable for any damages/losses suits arising out of such an incident. That the MCR shall not be liable or responsible for any omissions or commissions by the Contractor and/or its staff or any third party and the Contractor shall indemnify the MCR for any expense or liability by whatever name called owing to any claim/damages/compensation/award arising out of any direction/order/judgment in any dispute or cause emanating or attributable directly or remotely to any gross omissions or commissions of the Contractor.

### **13.2 Representation and Warranties of MCR**

MCR represents and warrants to the Contractor that;

- a. MCR has full power and authority to grant the CONTRACT.
- b. MCR has taken all necessary action to authorise the execution, delivery and performance of this Agreement.
- c. this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

### **14 General Indemnity.**

The Contractor shall indemnify, defend and held MCR harmless against any and all proceedings, actions and, third party claims arising out of a breach by the Contractor of any of its obligations under this Agreement. Without limiting the generality of this Clause the Contractor shall fully indemnify, save harmless and defend MCR including its Sanitary Inspectors servants, agents and subsidiaries from and against any and all loss and damages arising out of or with respect to (i) failure of the Contractor to comply with Applicable Laws and Applicable Permits, (ii) failure in payments of taxes relating to the Contractor's Contractors, suppliers and representatives income or other taxes required to be paid by the Contractor without reimbursement hereunder, or (iii) non-payment of amounts due as a result of materials or services furnished to the Contractor by any person which are payable by the Contractor or any one claiming through the Contractor.

### **15 Governing Law and Jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India and the Courts at New Rohtak shall have jurisdiction over all matters arising out of or relating to this Agreement.

### **16. Waiver**

- (a) Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations or under this Agreement:
  - i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement.
  - ii. shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
  - iii. shall not affect the validity or enforceability of this Agreement in any manner.
- (b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance or any variation or the relinquishment of any such right hereunder.

**17 Survival**

Termination of this Agreement (a) shall not relieve the Contractor or MCR of any obligations hereunder which expressly or by implication survive Termination hereof; and (b) except as otherwise provided in any provision of this Agreement, expressly limiting the liability of either Party, shall not relieve either party of any obligations or liabilities for loss or damage to the other party arising out of or caused by acts or omissions of such party prior to the effectiveness of such Termination or arising out of such Termination.

**18 Notices**

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver or any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given at their respective addresses set forth below:

**If to MCR:** Executive Engineer-I  
Municipal Corporation, Rohtak  
Phone: 01262-251515-16 (office); Fax: 01262-258675

**If to the Contractor:**

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The Managing Director/Managing Partner/Name of the Contractor/Firm,

Name of the Contractor :

Address:

Phone/Fax:

19. **No Partnership**

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

20. **Language**

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English Language.

21. **Exclusion of Implied Warranties etc.**

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in a binding legal agreement executed by the Parties.

22. **INDEPENDENT CONTRACTING PARTIES**

Both parties are independent Principals, Nothing in this Agreement shall be deemed to create an agency, partnership, joint venture, or employer/employee relationship.

23 **LOST PROFITS/CONSEQUENTIAL DAMAGES**

In no event shall either party be liable for any lost profits or consequential damages arising out of or relating to this Agreement.

In witness whereof the parties hereto have set their hands hereunto on the day, month and year hereinabove mentioned.

**SIGNED SEALED & DELIVERED**

FOR AND ON BEHALF OF THE COMMISSIONER, MUNICIPAL CORPORATION OF ROHTAK

BY: (Signature)

(Name)

(Designation)



SIGNED SEALED & DELIVERED

FOR AND ON BEHALF CONTRACTOR BY:

(Signature)

(Name)

(Designation)

In the presence of

1)

2)

## **BIDDING DOCUMENT FOR**

**Sweeping of Northern Bye-pass starting from  
Rajeev Chowk to Hisar Bye-pass Chowk, within  
the jurisdiction of MCR, by deploying Mechanical  
Sweeping Machine of required capacity**

**Issued by:**

**Municipal Corporation, Rohtak**

TENDER FEE: RS. 25000.00 (Non-refundable)

**NAME OF WORK : Sweeping of Northern Bye-pass starting from Rajeew Chowk to Hisar Bye-pass Chowk, within the jurisdiction of MCR, by deploying Mechanical Sweeping Machine of required capacity (Group 1)**

Name of Bidder :

## SCHEDULE OF RATES

SL. NO.	ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	RATE (Rs.)	RATE IN WORDS (Rs.)	AMOUNT (Rs.)
1	G-1.1	<p>Roads having Central Verge:            Cleaning of carriage way [irrespective of their width [four/six or eight lane] by engaging/deploying mechanical rotary brooming or vacuum brooming machine(s) to keep it neat and clean.            Four passes or more [of machine] as per the requirement of site, as directed by Sanitary Inspector-in-Charge.            The work shall also include manual sweeping of footpath, central verge, picking, removal and disposal of loose materials/debris/rubbish/litter deposited on or along the carriage way, service lane, central verge and footpath, cutting of vegetation – maintenance of green area; by deploying required manpower as necessary by the Contractor, at least once [or more, as per requirement of site] in a day.            The bidder shall also be responsible for cleaning of bell month(s) and gully grating (s) [irrespective their number (s)], to ensure smooth flow of storm water during rains or otherwise [through out the year]. The collected rubbish shall be disposed off by the Contractor [all lift/leads], at a designated place of MCR i.e. Solid waste dumping site at Sunariyan, Bhiwani road, Rohtak</p>	Km	12.00			
		<b>GRAND TOTAL</b>					
		<b>GRAND TOTAL (Rs. In Words)</b>					