

REQUEST FOR PROPOSAL

FOR

MECHANICAL, MANUAL SWEEPING OF ROADS & CLEANING SERVICES IN SELECTED WARDS OF URBAN LOCAL BODIES OF UTTAR PRADESH

FEB – 2020

CITY Name – Jhansi

**Regional Centre for Urban and
Environmental Studies Lucknow
(RCUES)**

**Adjacent Registrar Office, Lucknow University Campus,
Lucknow - 226007**

Email: rcueslucknow@gmail.com, www.rcueslucknow.org



RFP for Mechanical, Manual Sweeping of Roads & Cleaning Services in selected wards of Jhansi of Uttar Pradesh

Tender Details:	
Name of Work	Mechanized Sweeping of Roads / Streets, mechanized, manual cleaning of pavement / footpath / paved path / cycle track. Manual Sweeping, litter collection, removal of dead animals, Drain Cleaning , Removal of garbage, litter, silt and blockages from street sides, Cleaning and removal of plant, wild grass, tree trimming & Leaves with safe disposal. Safe disposal of collected litter and debris. High Pressure washing of pavements, footpath, dividers, medians, roundabout, bus stand, street furniture, signage & Monuments facia.
Bid Issuing Authority	Regional Centre for Urban and Environmental Studies (RCUES) Lucknow
Date of Issue/ Publication	03/02/2020
Bid Document Cost	INR 11180/- (including 18% GST) on account of RCUES Lucknow to be deposited in bank account given below.
Bid Security (Earnest Money)	<u>INR 30 Lakhs. On account of RCUES Lucknow</u> <ul style="list-style-type: none"> • Bank Name: Bandhan Bank • Account Name: Regional centre for Urban & Environmental Studies Lucknow • Account No- 50190025625341 • IFSC: BDBL0001908
Performance Guarantee	PBG shall be 5% of the Annual Project Value to be submitted post award of the contract before signing of contract agreement. (The same shall be deducted from the monthly bills for first 12 months on-pro rata basis)
Pre-Bid Meeting Date	11/02/2020 12 noon at Directorate of Local Bodies
Due Date of Bid Submission	24/02/2020 5p.m
Time and Date of Technical Bid Opening	26/02/2020 , 11 a.m at RCUES, Lucknow
Validity of the Bid	180 days from the bid due date
Undertaking the work	Within 90 days from the date of receipt of work order
Duration of Contact/ Work	5 years (Five Years)

DISCLAIMER

The information contained in this Request for Proposal document ("RFP document) or subsequently provided to Applicant(s), whether verbally or in documentary or in any other form, by or on behalf of RCUES Lucknow/Directorate of Urban Local Bodies, Uttar Pradesh (hereafter referred to as "Authority") or any of its employees or advisors, is provided to the Applicant(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided in writing.

Mechanical, Manual Sweeping of Roads & Cleaning services in selected Wards of Nagar
Nigam Jhansi Uttar Pradesh

This RFP document is intended to be and is hereby issued only to the prospective Applicants. The purpose of this RFP document is to provide the Applicant(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information that each Applicant may require. This RFP document may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each Applicant who reads or uses this RFP document. The assumptions, assessments, statements and information contained in the RFP document 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 RFP document and where necessary obtain independent advice from appropriate sources. The Authority, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, adequacy, correctness, reliability or completeness of the RFP document.

Information provided in this RFP document to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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The Authority 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 RFP document.

The Authority 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 RFP document before the last date of bid submission.

The issue of this RFP document does not imply that the Authority is bound to select an Applicant or to appoint the selected Applicant or Operators, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Applicants or Bids without assigning any reason whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, 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 Bid. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other

Mechanical, Manual Sweeping of Roads & Cleaning services in selected Wards of Nagar
Nigam Jhansi Uttar Pradesh

expenses incurred by an Applicant in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

TABLE OF CONTENTS

SECTION 1. LETTER OF INTENT	7
SECTION 2: INSTRUCTIONS TO BIDDERS	8
2.1 Definitions	8
2.2 Details	9
2.3 Clarification and Amendment of RFP Documents	9
2.4 Proposal Validity	10
2.5 Preparation of Proposals	10
2.6 Taxes	10
2.7 Currency	10
2.8 Earnest Money Deposit (EMD) and Bid Processing Fees	11
2.9 Bid Processing Fees	11
2.10 Pre Bid Meeting:	11
2.11 Submission, Receipt and Opening of Proposal	12
2.12 Proposal Evaluation	12
2.13 Award of Contract	13
2.14 Confidentiality	14
2.15 JV/Consortium	14
DATA SHEET	17
2.4 Procedure for Detailed evaluation of Technical qualifications (Pre-Qualification)	19
SECTION 3: TERMS OF REFERENCE	23
3.1 Background	23
3.2 Project Background	23
3.3 Objective	23
3.4 Scope of Work	24
TIME AND FREQUENCY TABLE	27
3.5 Capacity and Awareness Building	28
3.6 Monitoring and Quality Control	29
3.7 The scope would not include	29
3.8 Payment terms	29
3.9 Time Schedule	31
3.10 Deliverables	31
3.11 Specifications of Equipment (As per Annexure)	32
3.12 City Specific Asset and Work details – Jhansi	32
3.13 Price Escalation/Adjustment formula	33
ADJUSTMENT FOR FUEL AND LUBRICANTS	33
ADJUSTMENT FOR LABOUR COMPONENT	34
FINAL PRICE IS SUM TOTAL OF VF+VL+VP	34
NOTE:	34
SECTION 4: TECHNICAL PROPOSAL – STANDARD FORMS	36
FORM TECH-1	36
DEAR SIRS,	36
WE REMAIN,	36
YOURS SINCERELY,	36
FORM TECH-2	37
FORM TECH-3	40
FOR [NAME OF FIRM],	40
AUTHORIZED SIGNATORY [IN FULL AND INITIALS]	40

Mechanical, Manual Sweeping of Roads & Cleaning services in selected Wards of Nagar
Nigam Jhansi Uttar Pradesh

FORM TECH-4	41
ACCEPTED	42
SECTION 5: FINANCIAL PROPOSAL – STANDARD FORMS.....	43
FORM FIN-1	43
SECTION 6: TERMS AND CONDITIONS.....	45
BETWEEN	45
AND.....	45
DATED:.....	45
FORM OF CONTRACT.....	45
WHEREAS.....	45
FOR AND ON BEHALF OF <i>[NAME OF BIDDER]</i>	46
GENERAL CONDITIONS OF CONTRACT	47
APPENDICES.....	70
BANK GUARANTEE BOND FOR PERFORMANCE WARRANTY	70
<i>THIS PAGE IS INTENTIONALLY LEFT BLANK</i>	72
ANNEXURE	73
ANNEXURE - 2	81
LIST OF WARDS OF JHANSI UNDER SCOPE OF WORK.	81
ANNEXURE - 3	82
ROADS DIMENSIONS FOR MECHANIZED SWEEPING AND OTHER CLEANING WORK.....	82

Section 1. Letter of Intent

1. The Regional Centre for Urban & Environmental Studies, Lucknow as Resource Centre (hereinafter called “Employer”) on behalf of DIRECTORATE OF URBAN LOCAL BODIES, UTTAR PRADESH is inviting Request for Mechanical, Manual Sweeping of Roads & Cleaning Services in selected wards of Nagar Nigam Jhansi, Uttar Pradesh
2. The detail of the services is provided in the Terms of Reference in this RFP document and qualification requirement is at Instructions to Bidders.
3. A firm will be selected under **“QCBS selection process - 70:30”** (minimum qualifying score technical score is 60%).
4. The RFP includes the following documents:

Section 1 - Letter of Intent

Section 2 - Instructions to Bidders

Section 3 - Terms of Reference

Section 4 - Technical Proposal - Standard Forms

Section 5 - Financial Proposal - Standard Forms

Section 6 - Standard Forms of Contract

Yours sincerely,

<Signing Authority>
RCUES Lucknow/DLB, Uttar Pradesh, Lucknow

Section 2: Instructions to Bidders

Part I

Standard

2.1 Definitions

- a) **“Addendum”** means the clarification issued against the bidder’s query placed before the employer in writing It may be released in form of addendum or corrigendum.
- b) **“Employer”** means the Authority who have invited the bids for the services and/ or with which the selected Bidder signs the Contract for the Services and to which the selected bidder shall provide services as per the terms and conditions and TOR of the contract.
- c) **“Bidder”** means any entity or associations of person or organization /companies / firms who have been requested to submit their proposals that may provide or provides the Services to the Employer under the Contract.
- d) **“Contract”** means the Contract signed by the Parties and all the attached documents listed in its Clause, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- e) **“Project specific information”** means such part of the Instructions to Bidders used to reflect specific project and assignment conditions.
- f) **“Day”** means calendar day.
- g) **“Mechanized cleaning”** means Sweeping done through different types and size of Sweeping machines, Bulk Litter picking through Litter Picking equipment and High Pressure washing of surfaces,
- h) **“Government”** means (Authority) Directorate of Urban Local Bodies, Government of Uttar Pradesh.
- i) **“Instructions to Bidders”** means the document which provides Bidders with all information needed to prepare their proposals.
- j) **“LOI”** means the Letter of Intent being sent by the Employer to the bidders.
- k) **“Personnel”** means professionals and support staff provided by the Bidder or by any Sub Bidder and assigned to perform the Services or any part thereof; **“Foreign Personnel”** means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; **“Domestic Personnel”** means such professionals and support staff who at the time of being so provided had their domicile in India.
- l) **“Proposal”** means the Technical Proposal and the Financial Proposal.
- m) **“RFP”** means the Request for Proposal prepared by the Employer for the selection of Bidders, based on the SRFP.
- n) **“SRFP”** means the Standard Request for Proposals, which must be used by the Employer as a guide for the preparation of the RFP.
- o) **“Assignment / job”** means the work to be performed by the Bidder pursuant to the Contract.
- p) **“Terms of Reference” (TOR)** means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be

performed, respective responsibilities of the Employer and the Bidder, and expected results and deliverables of the job.

- q) **“GoUP”** means Government of Uttar Pradesh.
- r) **“3rd Party”** means Company/ Agency who would be responsible for monitoring the assets and work performance.
- s) **“RCUES”** Regional Centre for Urban And Environmental Studies
- t) **“DLB”** Directorate of Local Bodies, Government of U.P.

2.2 Details

- 2.2.1 The Employer will select the Bidder meeting basic eligibility criteria as mentioned in document and in accordance with the method of selection specified in the document.
- 2.2.2 Detailed scope of the assignment/ job has been described in the document.
- 2.2.3 The date, time and address for submission of the proposals has been given.
- 2.2.4 Bidders should familiarize themselves with Local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/ job and Local conditions, the bidder may undertake physical survey of the ULB/s.
- 2.2.5 The Employer will provide at no cost to the Bidders the inputs and facilities specified in the document, assist the bidders in obtaining licenses and permits needed to carry out the Assignment/ job, and make available relevant project data and reports.
- 2.2.6 Bidders shall bear all costs associated with the preparation and submission of their proposals. The Employer is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.

2.3 Clarification and Amendment of RFP Documents

- 2.3.1 Bidders may request a clarification on any clause of the RFP documents. Any request for clarification must be sent by standard electronic means to the Employer's address indicated and within the timeframe mentioned in the Data Sheet. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.3.2 Below.
- 2.3.2 At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum by standard electronic means. The addendum shall be sent to all Bidders as per stipulated timeframe mentioned in the Data Sheet and will be binding on them. Bidders shall

acknowledge receipt of all amendments. To give Bidders reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

2.4 Proposal Validity

2.4.1 Proposal validity to be set at 180 Days

2.5 Preparation of Proposals

2.5.1 The Proposal as well as all related correspondence exchanged by the Bidders and the Employer, shall be written in English language, unless specified otherwise.

2.5.2 In preparing their Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

2.5.3 While preparing the Technical Proposal, Bidders must give particular attention to the following:

2.5.4 Depending on the nature of the Assignment/ job, Bidders are required to submit a Technical Proposal (TP) in forms provided in the RFP. Submission of non-responsive Technical Proposal will result in the Proposal being deemed ineligible. Form Tech – I is a sample letter of technical proposal which is to be submitted along with the technical proposal.

2.5.5 The **Technical Proposal** shall not include any financial information. A Technical Proposal containing financial information may be declared as non-responsive.

2.5.6 **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms. It shall list all costs associated with the Assignment/ job. If appropriate, these costs should be broken down by activity and timeline, if appropriate, into foreign (if applicable) and domestic expenditures. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

2.6 Taxes

2.6.1 The bidder has to quote the GST as per the current applicable rates. The GST at any given time if fluctuate, the same shall be applicable to the client.

2.7 Currency

2.7.1 Bidders must express the price of their Assignment/ job in India Rupees (₹).

2.8 Earnest Money Deposit (EMD) and Bid Processing Fees

2.8.1 Earnest Money Deposit

- The Applicant shall deposit an Earnest Money Deposit (EMD) of INR 30 lacs in accordance with the provisions of this RFP document. The Applicant has to provide the EMD as an online payment (Detailed manual explaining the process is attached in appendices at the end of this document) in favour of RCUES Lucknow”.
- Proposals not accompanied by EMD shall be rejected as non-responsive.
- No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- The EMD of the unsuccessful bidders would be returned within 30 days after acceptance of LOA by the selected bidder.

2.8.2 The EMD shall be forfeited by the Employer in the following events:

- If Proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.
- If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- If the bidder tries to influence the evaluation process.
- If the bidder withdraws their proposal post signing of the LoA till the time project is completed.

2.9 Bid Processing Fees

- 2.9.1 All bidders are required to Rs11180/- including GST in favour of the Employer through online payment. The Bid Processing Fee is Non-Refundable. Non-submission of Bid Processing fee along with the Technical Proposal will be treated as non-responsive bid.

2.10 Pre Bid Meeting:

- 2.10.1 All bidders who have purchased or downloaded the bid documents are encouraged to attend to the pre-bid meeting to be held on 11/02/2020 at 12:00 Noon in the Directorate Urban Local Bodies, Lucknow.
- 2.10.2 This information, and the decisions on the suggestions that may be received in the pre-bid meeting, shall be made available on the websites: eprocure.gov.in, localbodies.up.nic.in, localbodies.up.nic.in & rcueslucknow.org in the form of addendum/amendment to the bid documents. This addendum/amendment shall be deemed to be part of the bid documents. Therefore, the Bidders are strongly advised to prepare their Bids only after incorporation of the addendum/amendment so issued.

2.11 Submission, Receipt and Opening of Proposal

- 2.11.1 The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1, and FIN-1.
- 2.11.2 An authorized representative of the Bidders shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.
- 2.11.3 Applicant (authorized signatory) shall submit its offer for preliminary qualification, technical and financial proposal e-procurement system. However, Tender Document Fees, and Earnest Money Deposit (EMD) should be deposited as per details provided in the bid document. The bid document complete in all respect is to be submitted on or before the time of last date of submission of bid through e-procurement system. The Authority will not be responsible for delay in submission due to any reason.
- 2.11.4 The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. Bidder shall submit their offer only in online electronic format both for technical and financial proposal and all documents should be digitally signed. However, scan /screenshot of transfer of Proposal fees, EMD and all original papers related to Bank guarantee, power of attorney etc. as mentioned in Table and should be uploaded along with the technical bid.

2.12 Proposal Evaluation

- 2.12.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Bidders to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.
- 2.12.2 The employer has constituted a Bidder Selection Committee (BSC) which will carry out the entire evaluation process.
- 2.12.3 **Evaluation of Technical Proposals:** BSC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded, and the competent authority accepts the recommendation.

- 2.12.4 The BSC shall evaluate the Technical Proposals based on their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The qualification of the bidder and the evaluation criteria for the technical proposal shall be as defined in the Data sheet.
- 2.12.5 Public opening & evaluation of the Financial Proposals: Financial proposals of only those firms who are technically qualified shall be opened publicly on the date & time specified the Data sheet, in the presence of the Bidders' representatives who choose to attend. The name of the Bidders, their technical score (if required) and their financial proposal shall be read aloud.
- 2.12.6 The BSC will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail for both the cases. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 2.12.7 After opening of financial proposals, appropriate selection method shall be applied to determine the bidder who will be declared winner and be eligible for award of the contract. The methods of selections are described in the RFP document [The employer shall mention here which method out of all listed method shall be applied for selection of bidder for this assignment / job].

2.13 Award of Contract

- 2.13.1 The Employer shall issue a Letter of Intent to the selected Bidder and promptly notify all other Bidders who have submitted proposals about the decision taken.
- 2.13.2 The bidders will sign the contract after fulfilling all the formalities/pre-conditions including Performance Guarantee as mentioned in the standard form of contract within 15 days of receipt of the letter of intent.
- 2.13.3 The Bidder is expected to commence the Assignment/ job on the date and at the location specified in the document.
- 2.13.4 If at any point of time post award of contract, the winning bidders withdraws their proposal then the LoA may be awarded to the bidder coming 2nd in the evaluation process subject to their agreement on undertaking the work on the lowest rate quoted in the bid.

2.14 Confidentiality

- 2.14.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.
- 2.14.2 The employer reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Employer to undertake such verification shall not relieve the Applicant of its obligation or liabilities here under nor will it affect any rights of the Employer here under.
- 2.14.3 The selection process shall be governed by and construed in accordance with the laws of India and Courts at Lucknow shall have exclusive jurisdiction and all disputes arising under pursuant to and/or in connection with the Selection Process.

2.15 JV/Consortium

- 2.15.1 In case the Bidder is a JV/Consortium, the members thereof should furnish a Power of Attorney in favour of any member, which member shall thereafter be identified as the Lead Member, in the Joint Venture/Consortium Agreement in the Application Form (2) at Appendix signed by the members of the JV/Consortium.
- 2.15.2 Where the Bidder is a JV/Consortium entity, it shall be required to comply with the following additional requirements:
- a) Number of members in a JV/Consortium shall not be more than 3 (three).
 - b) The Bid should contain the information required for each member of the JV/Consortium;
 - c) Joint Venture/Consortium is allowed with the condition that the equity of lead partner shall be 51% (in JV/Consortium maximum numbers of partners may be Three).
 - d) Equity for non-lead members shall not be Less than 10%
 - e) The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and/or other obligations;
 - f) An individual Bidder cannot at the same time be a member of a JV/Consortium bidding for the tender. Further, a member of

- a Bidder JV/Consortium cannot be member of any other Bidder Consortium bidding for the tender;
- g) Members of the JV/Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Application Form (2) (the “Joint Venture Agreement”), for the purpose of submitting a Bid. The Joint Bidding Agreement, to be submitted shall, inter alia:
- i. Convey the intent for the purpose of domiciling the Project and no other purpose, with shareholding/ commitments in accordance with this tender, which would enter into the Agreement and subsequently perform all the obligations in terms of the Agreement, in case the Project is awarded to the Consortium;
 - ii. Clearly outline the proposed roles and responsibilities, if any, of each member;
 - iii. Subject to approval from the Lenders and the Authority, after the trial run period has finished, non-lead Member of the Consortium can exit the JV, subject to the approval of the Lead Members.
 - iv. Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the RFP in relation to the Project until the Financial Close of the Project is achieved in accordance with the Agreement; and
 - v. Except as provided under this document and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.
- 2.15.3 any entity which has been barred by the Central/State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of the Bid, would not be eligible to submit a Bid either individually or a member of a Consortium.
- 2.15.4 Any entity participating as a single bidder or as a part of a JV/ Consortium in any of the cities will not be allowed to form a second JV. A single entity cannot be a part of more than one JV/Consortium. Non -compliance of this clause will lead to dis-qualification of all submitted bids.
- 2.15.5 A Bidder including any JV/Consortium Member or Associate should, in the last 5 (five) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, JV/Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any

Mechanical, Manual Sweeping of Roads & Cleaning services in selected Wards of Nagar
Nigam Jhansi Uttar Pradesh

contract terminated any public entity for breach by such Bidder, JV/Consortium Member or Associate.

- 2.15.6 The Technical and Financial capability of Lead member (51% shareholding) will be considered for Qualification/Evaluation, while of non-lead members technical and financial capability will be eligible for evaluation only if the entity has more than 10% shareholding in the JV will be considered for Technical evaluation.
- 2.15.7 Lead member should have atleast 51% compliance to Technical and Financial requirements singly.

Mechanical, Manual Sweeping of Roads & Cleaning services in selected Wards of Nagar
Nigam Jhansi Uttar Pradesh

DATA SHEET

S.No.	Particulars	Details
1.	Name of the Employer:	Directorate of Urban Local Bodies, Uttar Pradesh / RCUES as resource centre
2.	Name of the Assignment/ job:	RFP for Mechanical, Manual Sweeping of Roads & Cleaning services in Nagar Nigam Jhansi Uttar Pradesh
3.	Date & time and address for submission of proposal/ bid:	24/02/2020 up to 5PM . Submission is only online on eprocure.gov.in
	Date:	24/02/2020
	Time:	5PM
	Address:	Online Submission
4.	The Employer's representative is:	A K Gupta Additional Director
	Address:	RCUES Lucknow Adjacent To Registrar Office Lucknow University Lucknow
	Telephone:	0522-2740108
	Facsimile:	
	E-mail:	ad.rcueslko@gmail.com
5.	Proposals must remain valid days after the submission date, i.e. until:	180 days
6	Bidders may send in their queries till Date:	10/02/2020
7	Pre-Bid Meeting Date:	11/02/2020
	Contact	inquiries regarding this (RFP) and Project Details. Sunil Kapoor (sunil.kapoor@udgamsolutions.com / sunilkap@gmail.com) (Mobile : 9312633486) , Manoj Kumar (Nagar Ayukt) Email Mobile (8808053861).
	The address for requesting clarifications is:	RCUES Lucknow only on Email
	Facsimile:	0522-2740108
	Email:	rcueslucknow@gmail.com
8.	Proposal Submission	In addition to technical proposal, Bidders are required to submit financial proposal (prescribed forms attached). Submission of the technical and financial proposal in improper form will render the proposal liable to be rejected.
	Addendum to be issued	Within 2 weeks of Clarification submission end date.

Mechanical, Manual Sweeping of Roads & Cleaning services in selected Wards of Nagar
Nigam Jhansi Uttar Pradesh

9.	Taxes	The Financial Proposal shall consider all expenses but excluding GSTN liabilities. Only GSTN as applicable shall be paid in addition to the financial quote and calculated as per applicable laws at the time of payment. All payments to bidders shall be subject to deduction of taxes at source as per Applicable Laws. However, bidder needs to quote excluding GST
10	Bidder to state the cost in	Indian Rupees (INR; ₹)
11	Evaluation Criteria: Criteria, sub-criteria, for evaluation of Technical Proposals have been prescribed:	Detailed evaluation as mentioned below this Table of Data Sheet.
12.	Method of Selection	<p>QCBS (70:30)</p> <p>Stage 1a: Pre-Qualification: a) Bidders who qualify in the Eligibility Criteria will be considered for Technical Evaluation in Stage 1b</p> <p>Stage 1b: Technical Qualification: Bidders who qualify the following will move to Stage 2: a) Eligibility as per RFP requirement. b) Test of Responsiveness complete (complete document submission). c) Minimum score of 60% marks. Technical Score $S(t) = S(c) \times 0.70$ (weightage of 70%) Where, $S(c)$ is the score obtained in process 1b.</p> <p>Stage 2: Financial Proposal Requirement for eligibility in Stage 2: a) Cleared stage 1 (1a and 1b with minimum 60% marks in stage 1b). b) Financial proposal as per the requirements (eligibility and document) of RFP c) Test of Responsiveness complete (complete document submission). Financial Score $(F_s) = F(m)/F(e) \times 0.30$ (weightage of 30%) Where F_m = Minimum Financial Quote $F(e)$ = Bid under evaluation</p> <p>Total Score $(H) = S(t) + F(s)$ Bidder with the highest Total Score (H_1) will be selected</p> <p>In-case of a tie; the bidder with a higher technical score will be qualified, on further tie the bidder with higher</p>

Mechanical, Manual Sweeping of Roads & Cleaning services in selected Wards of Nagar
Nigam Jhansi Uttar Pradesh

		average annual turnover of last 3 consecutive financial years 2016-17, 2017-18, 2018-19 will be qualified. (Calculations will be adjusted to two decimal places for both commercial bid and Technical Score calculations, if required)																								
12	Capping of ULB's	<p>The following cities are a part of this project (Bidding through independent Tenders):</p> <table border="1"> <thead> <tr> <th>S.No.</th><th>ULB Name</th><th>Population (Census 2011)</th></tr> </thead> <tbody> <tr> <td>1</td><td>Agra</td><td>1585704</td></tr> <tr> <td>2</td><td>Prayagraj</td><td>1112544</td></tr> <tr> <td>3</td><td>Bareilly</td><td>938985</td></tr> <tr> <td>4</td><td>Aligarh</td><td>874408</td></tr> <tr> <td>5</td><td>Saharanpur</td><td>701401</td></tr> <tr> <td>6</td><td>Ferozabad</td><td>604214</td></tr> <tr> <td>7</td><td>Jhansi</td><td>505693</td></tr> </tbody> </table> <p>a) The tenders will be opened in the order as per given in the table above.</p> <p>b) Once the bidder/JV/Consortium is selected as H1 for two cities, their bids for other cities in the list shall be deemed invalid and will not be opened/considered.</p> <p>c) In case a bidder back-out or refuses to undertake the work in any of the cities, H2 bidder of that city may be asked to execute the work at H1/H2 quoted rates, whichever is lesser. This is subject the discretion of the Authority.</p>	S.No.	ULB Name	Population (Census 2011)	1	Agra	1585704	2	Prayagraj	1112544	3	Bareilly	938985	4	Aligarh	874408	5	Saharanpur	701401	6	Ferozabad	604214	7	Jhansi	505693
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7	Jhansi	505693																								

2.4 Procedure for Detailed evaluation of Technical qualifications (Pre-Qualification)

The firms will be shortlisted against the eligibility criteria. Those who qualify/fulfill these criteria, shall be considered for technical evaluation.

SI No	Procedure for Detailed evaluation of Technical qualifications .	
	The firms will be shortlisted against the eligibility criteria. Those who qualify/fulfill these criteria, shall be considered for technical evaluation.	
	Particulars	Supporting Documents to be submitted
1	The Bidder shall be a private company, firm, Non-profit organization, Society registered entity incorporated in India under the (Indian) Companies Act 1956 / 2013 or a company formed under any other law for the time being in force. The Bidder shall be required to submit a	Copy of Certificate of Incorporation.

Mechanical, Manual Sweeping of Roads & Cleaning services in selected Wards of Nagar
Nigam Jhansi Uttar Pradesh

	true copy of its Incorporation Certificate.	
2	The Bidder must have a valid GSTN certificate.	Copy of GSTN Certificate
3	The bidder should not be blacklisted/ debarred under any contract by any Government / Government Board/ any Urban Local Body of the Country / Corporation Company/ Statutory Board/ PSU company/ Government of any sovereign countries in the last 5 years.	Self-Certification by the bidder
4	The bidder should have completed/ *Ongoing project of Mechanized sweeping along with integrated cleaning of municipal roads or public places by mechanical sweepers for at least INR 40 Crores (cumulative) in the last 5 year till submission of tender document i.e. 2014-15, 2015-16, 2016-17, 2017-18 & 2018-19 (*Ongoing: If the work is ongoing then the bidder should have received atleast 50% payment of that contract till submission of tender document).	Copy of contract agreement / work orders and successful completed performance certificate by competent Authority along with TDS Certificate.
5	Experience of cleaning of at least 20 kms roads (Linear Length) in a day on any other B.T. (Bitumen) surface or concrete surface per day using any road sweeping machine for a minimum period of 1 (one) financial year within last 5 years i.e. 2014-15, 2015-16, 2016-17, 2017-18 & 2018-19. for Government / Local bodies (i.e. Municipal Corporations / PSU's. / Railways / Metro / Private Townships.	Copy of contract agreement / work orders and successful completed performance certificate by competent Authority.
6	Should have atleast 500 number of employees on company roll.	Self-Certification by the bidder with Challan copies
7	The bidder should comply with the Technical Specifications as per the RFP and shall submit the make, model, complete technical specifications and quantity of the Equipment and manpower to be deployed.	Self-Certification/ declaration by the bidder
8	The bidder shall submit a manufacturing capacity certificate stating the manufacturing company has capacity of producing at least 200 machines per annum of the tendered machines. (Sweeping Machines , High Pressure washer & Litter Picker).	Certificate from the Manufacturer
9	Average Annual Turnover of last three (3) financial years, i.e., 2016-17, 2017-18 & 2018-19 should be atleast INR 25 Crore.	Copy of the audited profit and loss account along with audited balance sheet of the company showing turnover of the company for last three years

Mechanical, Manual Sweeping of Roads & Cleaning services in selected Wards of Nagar
Nigam Jhansi Uttar Pradesh

The detailed technical evaluation of Proposals satisfying minimum eligibility conditions as above shall be done. The Criteria, sub-criteria and point system for detailed evaluation shall be as follows:

S. No.	Specific experience of the bidder firm	M.M (100)	Document Proof
A	Average Net financial worth for the last 3 consecutive years i.e. 2016-17, 2017-18, and 2018-19 (As per the bank / CA statement)	20 Marks	Net worth statement from CA
	Less than ₹10 Cr and greater than ₹0	5 Marks	
	₹10Cr. – ₹17.5Cr.	10 Marks	
	Above ₹17.5Cr. – Below or equal to ₹25Cr.	15 Marks	
	Above ₹25Cr.	20 Marks	
B	Experience of Mechanical Sweeping with any of Government / Local bodies (i.e. Municipal Corporations / PSU's. / Railways / Metro / Private Townships. (aggregate of current running project) Government / Urban Local bodies (i.e. Municipal Corporations / PSU's. / Railways / Metro / Private Townships. In the Last consecutive 5 years till the time of submission of this bid. i.e. i.e. 2014-15, 2015-16, 2016-17, 2017-18 & 2018-19.	30 Marks	Experience certificate along with Work Order/ Contract copy
	Minimum 20 Kms of Mechanical Sweeping	10 marks	
	Above 20 – 30 Kms of Mechanical Sweeping	20 marks	
	More than 30 Kms of Mechanical Sweeping	30 marks	
C	Asset details (Bidder should be owning Mechanized Road Sweepers with hopper capacity above atleast 2m ³ (assets not more than 5 years to be provided).	20 marks	Asset desc. / Specification Procurement Details. Year of Purchase (Regn copy to be attached)
	Upto 03 mechanized road sweepers	10	
	Between 4– 6 mechanized road sweepers	15	
	Above 6 mechanized road sweepers	20	
D	Minimum Manpower related to Cleaning	10 marks	Self-Certification by the bidder with Challan copies
	Minimum 500 to 750	5	
	Between 750 – 1000	7.5	
	Above 1000	10	
E	Presentation before the technical committee constituted by the Authority:	20 marks	PPT with elaborate plan on each factor.
	The PPT should have the following components (not exhaustive):		
	a) Technical profile of the company		
	b) Existing Workforce plan for Urban Local		

Mechanical, Manual Sweeping of Roads & Cleaning services in selected Wards of Nagar
Nigam Jhansi Uttar Pradesh

	Bodies of Uttar Pradesh		
	c) Machine Deployment plan (including make, model & technical specification of machines and procurement plan)		
	d) Monitoring and Execution plan		
	The price bids of only those bidders who qualify technically (above 60 marks) will be considered for financial evaluation.	Total 100 Marks	

Section 3: Terms of Reference

3.1 Background

Uttar Pradesh: Brief Profile Uttar Pradesh is the 4th largest state in terms of geographical area covering 9.0 per cent of the country's geographical area. It is also the most populous state in India consisting of 19.96 crore (199.6 million) inhabitants as per 2011 Census, out of which 15.51 crore live in rural areas and 4.45 crore in urban areas. There has been a net addition of about 1.09 crore persons in the urban areas during 2001-2011. Thus, about 16.50% of the total population and 11.80% of the urban population of India reside in Uttar Pradesh. Out of 4041 statutory towns of India 652 (i.e. 16%) exist in Uttar Pradesh. Percentage of urban population to total population of the State stands at 22.28 as per 2011 Census whereas; this percentage was 20.78 in 2001. Thus, an increase of 1.50 percentage points has been recorded in the urban population during 2001-2011. The decadal growth of urban population during 2001-2011 has been 28.82 per cent as against 31.80 per cent during 1991-2001. Administratively, Uttar Pradesh is divided into 75 districts under 18 divisions. At present there are 652 Urban Local Bodies (ULBs) in the state with total area 6264.57 sq km. A large number of ULBs are of very small population. 585 out of 652 ULBs have population of less than one lakh.

DIRECTORATE OF URBAN LOCAL BODIES, URBAN DEVELOPMENT DEPARTMENT, U.P, has an objective of providing Mechanized Sweeping of Roads / Streets, mechanized, manual cleaning of pavement / footpath / paved path / cycle track. Manual Sweeping, litter collection, removal of dead animals, Drain Cleaning, Removal of garbage, litter, silt and blockages from street sides, Cleaning and removal of plant, wild grass and tree trimming & Leaves with safe disposal. Safe disposal of collected litter and debris. High Pressure washing of pavements, dividers, medians, roundabout, bus stand, street furniture, signage & Monuments facia services in the major Urban Local Bodies of Uttar Pradesh.

DLB, U.P shall carry out the bid process for selection of Successful Bidder. Accordingly, DLB, U.P intends to select the suitable operator who will be eligible to undertake:

3.2 Project Background

The bidder shall be responsible for the entire process of Mechanical and manual sweeping and cleaning, transportation and unloading of litter and debris to the designated place & on the top from monitoring of such services which gives city a World class ambience.

3.3 Objective

The purpose of this project would be to create an efficient and effective road cleaning mechanism in the ULBs of Uttar Pradesh, with the following objectives:

- a. To make selected ULBs of Uttar Pradesh litter and dust free.
- b. To ensure an integrated cleaning solution for roads

- c. To improve the existing standards of public health and environmental quality by establishing efficient mechanism for road cleaning.
- d. To ensure clean and hygiene collection and transportation system of road sweeps.
- e. To improve the productivity of man, materials and equipment through introduction of GIS based technology & its monitoring system.
- f. To ensure effective redressal of road sweeping related complaints again through the GIS technology.
- g. To help in making citizen of Uttar Pradesh a part of “Swachh Bharat Movement” Movement.

3.4 Scope of Work

- 3.4.1 The Operator shall ensure to conduct sweeping and cleaning of the selected wards (as given in annexure) including Main Roads , service roads, Arterial Roads (streets, narrow streets, gullies) footpaths, road berms, central verge, curb channels, curb stones gully etc., which means complete solution for RoW (right of way), the objective is to keep the areas litter and dust free for 24x7. The type of work to be conducted is as under:

Mechanical Sweeping of roads shall be done as per frequency given below in the table - 1. All Roads of 7 mts and above to be mechanically swept. (Only sides of the roads are to be mechanically swept). For areas on these particular roads not covered by Machine/s, litter picking to be done daily.

- i. All Mechanical sweeping machines 6 m³ and 3 m³ to be equipped with GPS devices and both front and rear camera.
- ii. All machines / equipment / tools to be deployed should be purchased /hired and registered within 2019.
- iii. It is the responsibility of the bidder to maintain a computerized central monitoring control room for the vehicles and provide monthly reports to the 3rd party / authority with actual GPS based vehicle movement report.
- iv. The generated report should also include real time pictures (min no. 1 per Kms, per Pass) of the work undertaken through mechanical sweeping (Vehicle mounted cameras (front and reverse both) can be used for this as well).
- v. The Operator has to share a detailed operations plan for each month (Schedule plan has to be shared by the operator at the beginning of each month), for all the areas.

- vi. Swept roads shall be kept litter and dust free during the next day operation hours, from entire wall-to-wall basis. Sweeping of Roads/ Streets/ Lanes would include Bitumen, Pakka, Footpath, Ramps and kuccha portions including sides – Corner to corner.
- vii. The operator need to ensure that where ever the mechanized sweeping of road in not possible, that particular stretch of the road area has to be manually swept to ensure cleanliness. Frequency of manual cleaning including litter picking to be worked out at 6 days/week.
- viii. Fuel operated Air blower to be used ahead of sweeping machines to bring the litter / leaves and dust from the pavements / cycle tracks / all difficult to reach areas on the path of the machine for easy collection by the sweeping machines.
- ix. The operator would use Litter Picking machine in areas as assigned by the Authority on everyday basis.
- x. High Pressure washing of pavements, footpaths, dividers, medians, roundabout, bus stand, street furniture, signage & Monuments facia. once a week or as per need arise.
- xi. Wild grass and vegetation on the side berms, footpaths, medians of all roads shall be removed by the Operator once a month.
- xii. Every cleaning worker to be equipped with Litter Picking stick for comfortable collection of bulk litter like polythene, paper etc.
- xiii. Clearance of upto 1 Mts open drains running along with the carriage way.
- xiv. Bush and Grass Cutting at ground level and hand-held distance to be necessarily done mechanically with help of hand-held fuel operated brush cutters.
- xv. Necessary arrangements to be made for Tree Pruning and mechanical means would be preferred.
- xvi. Manual Sweeping
 - a) The Operator shall ensure that the employees are in proper dress, and also ensure placement of safety devices and signages at Project Site during the working hours, as per the specification. Every Worker, Supervisor and Manager to be equipped at all times during working hours : Safety. Caps / Helmets, Nose Mask, Rain Coats , Gloves, Radium Jackets, Safety Boots. Ignoring the safety

requirements as mentioned above by the Operator shall result in a fine of Rs 200/- per day per default per person.

- 3.4.2 The Operator shall ensure to provide Litter Control Team and Emergency Control Team for cleaning of roads. The Litter Control Team shall not be deployed for any specified area, and it will carry out litter control as on need basis.
- 3.4.3 The Emergency Response Team shall be available at such places wherein the cleaning is required pursuant to the receipt of any complaint during day hours (Through ULB or Directly by citizens through Manual/Electronic means).
- 3.4.4 The Operator shall ensure that the litter control shall be done by the Operator along with the Mechanical Sweeping. During any kind of emergency situation, the litter shall be removed by the Litter Control Team (constituted by the Operator) in response to the complaint being lodged. However, no permanent deployment of manpower shall be there for litter control after the stipulated cleaning of the roads.
- 3.4.5 The Operator shall pick, remove and dispose off the small quantity of loose materials/ debris deposited on or along the roads, service lanes, central verge and footpaths/ road berms by mechanical sweepers or manually and if any dead animal like Dogs & Cats are found on these roads and in the vicinity area under contract, are to be lifted and disposed off by the contractor and Big animals like Cows, Horses etc. are to be reported immediately to concerned Authority, for further needful action.
- 3.4.6 The Operator will be responsible for disposal of road sweeps/ small dead animal to the nearest designated dumping site as provided by the authority.
- 3.4.7 The Operator shall deploy adequate number of waste transportation vehicles ensuring that all collected litter and debris is transferred to the allocated waste disposal site without any spillages. All vehicles to be used for transportation should be under permissible pollution norms with valid registration and Insurance. Operator has to tie up with any existing door to door collection agencies already operating at the ULB for co-ordinated litter collection plan.
- 3.4.8 Operator to provide complete list with break-up of transportation vehicles, tools, consumables and manpower for 5 years operation.
- 3.4.9 All the vehicles operated by the operator should be in complete compliance to Motor Vehicle Act / Amendment Sept 2019.
- 3.4.10 All the vehicles operated by the operator should be in complete compliance to safety including Beacon lights, reverse alarm and other safety devices as per specification to be fitted on all vehicles and machines.

Mechanical, Manual Sweeping of Roads & Cleaning services in selected Wards of Nagar
Nigam Jhansi Uttar Pradesh

3.4.11 The Operator shall provide the communication system/ equipment including GPS system at his cost in each vehicle as well as at control room location with required network (Hardware & Software) facility so as to have effective communication between Operator and various controlling and monitoring agency. A public address system shall also be provided to enable the machine operator to guide the public as and when required during working at the Project Site in the event of any emergency, mishap etc.

3.4.12 The Operator shall provide Beat System for the area requiring manual sweeping which shall ensure creating of Beats for ~1 km area with sweeping area not more than 5000 Sq Mts per worker per shift.

3.4.13 Providing battery-operated litter picking machines as per quantity specified in this document.

3.4.14 Providing mobile high-pressure washing van as per quantity specified in this document.

Time and Frequency Table.

S.N.	Description	Area	Road Type	Frequency	Days/ Week/ Month
1	Mechanized Sweeping	Left & Right side of carriage ways & Centre verge including service lane, if any. (over 7 Mts wide roads only (over 7 Mts wide roads only.	A1, A2, A3, A4	Maximum 4 times a week (Night & Day)	Maximum 13 days in a month.
2	High Pressure Washing	High Pressure washing of pavements, footpaths dividers, medians, roundabout, bus stand, street furniture, signage & Monuments facia.	As allocated	Once in a week	4 days in month
3	Litter Collection	ROW	As Allocated (8hrs/day)	Daily -Day & Night	All
4	Vacuum based Mechanized Litter Collection	As per designated areas allocated.	As per requirement (8hrs per day)	Daily – Day and Night	All
5	Manual Sweeping, litter collection, Debris Clearance including drain cleaning. (Appropriate use of Air Blower Rag Picker Stick etc. by the team)	ROW	A5 (Manual Sweeping) A1,A2 and B(rest all)	Daily	All
6	Wild Grass Removal	ROW	A1, A2, A3, A4	Monthly	1

Mechanical, Manual Sweeping of Roads & Cleaning services in selected Wards of Nagar
Nigam Jhansi Uttar Pradesh

7	Pruning Of Trees (Alongside roads and on the central verge complete right of way (ROW))	ROW	A1, A2, A3, A4	3 Monthly	1 in 90 days
8	Lifting of Dead Animal	ROW	A1, A2, A3, A4, A5	Immediate	All

Note: Type of roads as per Table in section 3.9

Repairs and Maintenance

3.4.15 Contractor shall carry out regular repairing and maintenance of all equipment's and vehicles at his own cost.

3.4.16 The contractor should ensure that all the equipment should be in proper running condition at all times during the contract period. Advanced availability of spare parts /consumables/ equipment / local service by the OEM to be ensured by the operator at the local implementing ULB

3.4.17 The Operator shall ensure to carry out regular timely maintenance in order to keep the machines in the operative status at all the times and as described below;

- a. As regards servicing routine and scheduled maintenance of the each machine, the same shall be carried out by the Operator through their maintenance staff preferably on Sundays in rotation.
- b. Arrange for the labor at their level and at their cost.
- c. Arrange for all the consumables, fuels, oil and spare components at their level and at their own cost. The tentative schedule of their preventive and schedule maintenance which Operator will be required to carry out as per as manufacturer's recommendations.
- d. As regards break down and accidental maintenance of the each machine, the same shall be carried out by the Operator through their field maintenance staff as well as in-house staff as and when required.
- e. The Operator shall ensure to keep enough spare/stand by units for preventive and breakdown maintenance of all the equipment and the same shall be verified at any time during Contract Period for smooth and uninterrupted working of the machines.

3.5 Capacity and Awareness Building

3.5.1 Designing and implementing public awareness campaigns to promote the best response from public in non-spreading of litter by usage of dustbins and restraining them from the traditional practices of dumping the wastes into the drains, parks and or any other open spaces. These shall be

organised in co-ordination with the events being implemented by the ULB separately.

3.5.2 To support NGO, RWA, City officials in public awareness campaigns.

3.5.3 Co-ordinate with the ULBs and the Authority for providing effective and sustained road cleaning services.

3.6 Monitoring and Quality Control

3.6.1 3rd Party Monitoring & Control: All monitoring and control will be done by 3rd party (A separate agency will be appointed by GoUP for the same) who shall be responsible for monitoring cleaning performance, asset management, manpower deployment etc. through designed software incorporating performance evaluation. All Payment shall be made based on report delivered by the 3rd party. Necessary data/digital pictures/real time video capture etc. as required by the separate monitoring agency has to be provided by the contractor through software as per requirements.

3.7 The scope would not include

3.7.1 Door to door collection of waste from any residential or commercial units.

3.7.2 Cleaning & upkeep of waste bin areas / Secondary collection centres on main roads.

3.7.3 Cleaning & desilting of drains over 1 Mts depth.

3.7.4 Removal of huge quantity construction demolition debris and mud/ earth from any construction site or residential site.

3.8 Payment terms

The payment shall be made as under:

3.8.1 Payment with respect to mechanical sweeping and cleaning of roads:

The work shall be measured in terms of per kilometre road length including service lane, footpath and central verge, complete in all respects as described in the RFP document.

The successful bidder/ operator shall be required to quote a “**Contract Unit Rate per Km road length per day as specified under including, footpath and central verge** and shall mean in full carrying out all the required operations, complete in all respects to the satisfaction of Authority and as has been detailed out in the draft Management Contract. The following factors shall be applied for calculating rate for other carriageways as mentioned in the table below:

S.No.	Type of Road	Area of Scope	Scope of Work	Type of Sweeping Machine to be used	Type of Cleaning	Unit	Days in Month
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Mechanical, Manual Sweeping of Roads & Cleaning services in selected Wards of Nagar
Nigam Jhansi Uttar Pradesh

1	A1	Main Roads (>12meter width) with divider and service lane	As per this document	6 m ³ Truck Mounted Sweeper	Mechanical Sweeping and other cleaning jobs	Km per day (1 sweep)	13
2	A2	Main Roads (>12meter width) with divider without service lane	As per this document	6m3 Self-Propelled Sweeper	Mechanical Sweeping and other cleaning jobs	Km per day (1 sweep)	13
3	A3	Main Roads (>12meter width) without divider without service lane	As per this document	6m3 Self-Propelled Sweeper	Mechanical Sweeping and other cleaning jobs	Km per day (1 sweep)	13
4	A4	Arterial (>7- <12meter width)	As per this document	3 m ³ Self-propelled 3M3 Mechanical Sweeping	Mechanical Sweeping and other cleaning jobs	Km per day (1 sweep)	13
5	A5	Arterial (<7meter width)	As per this document	Manual Sweeping	Manual sweeping and other cleaning jobs	Km per day (1 sweep)	26
6	A6	Mobile high pressure washing	As per this document	3 High pressure washing 8 hours/day			26
7	A7	Litter Picking through battery operated litter picker	As per this document	3 Machines running 8hrs per day			26

* Ride on battery litter picker and Mobile High-pressure washing Van etc.

Note : Refer type of machines and quantity asked in the Tender Document
(3.13 City Specific Asset and Work details).

3.8.2 Mobilization Advance:

Amount of Advance Payment	Mobilization Advance (10% against a separate Bank Guarantee Submission of the same amount) as an interest free advance upon receiving the request for the same from the contractor.
Repayment of Advance Payment	This interest free Mobilization advance shall be later recovered from further payments made to the contractor during the service period of 12 months in equal instalments.

3.8.3 Manual Sweeping of Roads:

Bidder may make a visit to ULB / refer to the list of wards and road dimensions of the ULB provided to access the total area to be manually swept keeping following factor of area coverage per person per shift basis into account. Manual sweeping efficiency of one person not to exceed 5,000 Sq. Mts. / shift.

The payment for any manual sweeping staff employed by the bidder shall be made in a single invoice. The final invoice submitted to the Authority should be comprehensive and complete in all totality. (Total fee x Road length) Complete itemized details are required both for manual and mechanical along with monthly road sweeping report and biometric attendance details of all the staff employed (Sweepers, Drivers, Technical Staff, Management Staff etc..

However, the payment shall be released on the basis of rates agreed between AUTHORITY and Operator after making the actual measurement(s) of the work done by the authority satisfactorily.

Also, the Contract Fee and the above stated factors shall be applicable for all types of roads.

3.9 Time Schedule

The successful operator shall adhere to the time schedule set out in the table below or as decided by the Authority for implementation of the project. The successful bidders shall also additional deployment of resources during the festival and other contingency caused by rain and other natural disasters.

S. No.	Activity	Time Schedule
1.	Mechanical Sweeping & Cleaning activities	Preferably Night or as per time allotted.
2.	Manual Sweeping & Cleaning activities	Daytime As per time allotted.
The above timings are tentative, the bidder can decide in consultation with authority for change in timings as & when situation demands.		

3.10 Deliverables

S. No.	Activity	Timeframe
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Mechanical, Manual Sweeping of Roads & Cleaning services in selected Wards of Nagar
Nigam Jhansi Uttar Pradesh

S. No.	Activity	Timeframe
1.	Mobilization of Mechanical road sweepers, Litter Picking Machine, High Pressure Washing Van & all other assets and resources.	Within 90 days from the date of award of LOA
2.	Approval of Execution and Asset procurement plan by the Authority.	Within 10 day from the date of submission of list of assets to be procured
3.	Start of Commercial operations	Within 90 days of LOA.

3.11 Specifications of Equipment (As per Annexure)

3.11.1 The Sweeping machines Cleaning machines, High Pressure Washing Van, Litter Picking Machine, Air Blowers, Litter Picking Sticks machines deployed for the project should be new and registered in the year 2018-19 as per technical specifications and complying to all registration, insurance, pollution regulations.

3.11.2 The Sweeping Machines should be able to sweep the road, street etc. and all equipment should be capable of sweeping various materials like leaves pebbles and stones up to 100 mm size as well as dust. The machine should have capability of picking bulk debris and fine dust particles in the same pass. All equipment to be deployed as per specifications.

3.11.3 All Self-Propelled Machine should be able to dump the collected waste directly into storage vehicle / tank directly without having to travel to the dumping site.

3.12 City Specific Asset and Work details – Jhansi

SI No	ULB NAME	Jhansi (Min Qty)
2	6m3 Truck Mounted Sweeper	1
3	6m3 Self Propelled Sweeping Machine	1
4	3m3 Self Propelled Sweeping Machine	1
6	Ride-on Battery Litter Picker	2
7	Mobile High Pressure Washing Van	2
8	Manpower	Contractor to Estimate
9	Fuel Operated Air Blower	4 Nos per sweeping machine
10	Rag Picker Stick	Contractor to Estimate
11	Hand-Held Brushcutter	Contractor to Estimate
12	Waste Transportation Vehicles & Material	Contractor to Estimate
13	Tools	Contractor to Estimate
14	Consumables	Contractor to Estimate

Deployment of machines and manpower in designated areas would be done in consensus of the contractor and ULB seeing all practicalities and best output / performance.

3.13 Price Escalation/Adjustment formula

The contract price shall be adjusted for Increase or decrease in rates and price of labour, machinery and machine tools, other materials, fuel and lubricants in accordance with the following principles and procedures as per formula given below. The amount certified in each payment certificate will be adjusted by applying respective price adjustment factor to the payment amounts due

Price adjustment shall be calculated only for the work earned out within the stipulated time or extension approved by the Authority

Price adjustment shall be calculated for the local components of the payment for the work done as per formula given below and expressions and meanings are assigned to the work done for each year:

Various Components are depicted as follows:

- 40% towards fuel components
- 30% towards labour cost
- 30% towards machinery and machine tool components and other local materials component

To the extent that full compensation for any rise or fall in the costs to new operator is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such rise or fall in costs.

Price adjustment shall be applicable on the overall fee.

Adjustment for fuel and lubricants

Price adjustment for increase or decrease in the cost of fuel and lubricants shall be paid in accordance with the following formula:

$$V_f = 0.85 * P_f / 100 * R * (F_i - F_o) / F_o \text{ (Taking 15\% as profit margin)}$$

V_f = increase or decrease in the cost of work during the year under consideration due to changes in the rates of fuels and lubricants.

F_o = The official retail price of non-branded Diesel at the existing consumer pumps of IOC at ULB, on the date of submission of Bids.

Fi = The official retail price of non-branded Diesel at the existing consumer pumps of IOC at ULB, on the last date of the year previous to the one under consideration to which a particular interim payment certificate is related

Pf = Percentage of fuel and lubricants component of the work shall be 40%

R = Total value of month done in the year

Adjustment for Labour Component

Price adjustment for increase or decrease in the cost due to labor shall be paid in accordance with the following formula:

$$VI = 0.85 * PI/100 * R * (Li-Lo) / Lo \text{ (Taking 15\% as profit margin)}$$

VI = increase or decrease in the cost of work during the work under consideration.

Lo = the labor wages for unskilled adult male mazdoor notified by the ULB authority on the bid submission date.

Li = the labor wages for unskilled adult male mazdoor notified by the ULB authority on the last date of the year previous to the one under consideration to which a particular interim payment certificate is related.

PI = Percentage of labor component of the work shall be 30%

R= Total value of work done during the year

Adjustment Machinery and Machine tool components and other Local Materials components

Price adjustment for increase or decrease in the cost of machinery and machine tools procured by the contractor shall be paid in accordance with the following formula:

$$Vp = 0.85 * Pp/100 * R * (Pi - Po)/Po \text{ (Taking 15\% as profit margin)}$$

Vp = increase or decrease in the cost of work during the year under consideration due to changes in the rates of machinery and machine tools

Po = The all India average wholesale price index for machinery and machine tool and other local components on the date of bid submission as published by the Economic Advisor Govt. of India, Ministry of Commerce and Industries.

Pi = the all India average wholesale price index for machinery and machine tools and other local components on the last date of the year previous to the one under consideration to which a particular interim payment certificate is related as published by Economic Advisor, Govt of India, Ministry of Commerce and Industry, New Delhi

Pp = Percentage of plants and machinery spares component shall be 30%

R = Total value of work done in the year

Final Price is sum total of Vf+VI+Vp

NOTE:

Mechanical, Manual Sweeping of Roads & Cleaning services in selected Wards of Nagar
Nigam Jhansi Uttar Pradesh

Price adjustment shall be applicable on all the monthly bills passed by the Official-in Charge for payment.

Price adjustment shall be applicable at the start of every year post 365 days after COD date.

The base price shall be the one on the date of bid submission

Various cost components mentioned above are pre-decided and shall not be amended during entire contract period and no claim shall be entertained from the concessionaire in this regard.

The adjustment may be positive or negative depending upon the rise or fall of Index/price/wages.

Section 4: Technical Proposal – Standard Forms

FORM TECH-1

LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To,

[Name and address of Employer]

Dear Sirs,

We, the undersigned, offer to provide the job for Mechanical, Manual Sweeping of Roads & Cleaning services in selected Wards of Urban Local Body of Uttar Pradesh in accordance with your Request for Proposal dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal with requisite EMD and bid processing fees.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signatory

[In full and initials]

Name and Title of Signatory:

Name of Firm:

Address:

FORM TECH-2

Form 2: BIDDER'S ORGANIZATION AND EXPERIENCE

Form 2A: Format for Details of Bidder

1. Details of Bidder

a	Name of bidder with full address	:	
b	Tel. No.	:	
c	Fax No.	:	
d	Email	:	
e	Year of Incorporation.	:	
f	Name and address of the person holding the Power of Attorney.	:	
g	(i) Place of Business.	:	
h	(ii) Date of Registration.	:	
i	Name of Bankers with full address.	:	
j	GSTN Registration Number (copy).	:	
k	Permanent Account Number (copy).	:	
l	Are you presently debarred / Blacklisted by any Government Department /Public Sector Undertaking /Any Employer? (If Yes, please furnished details)	:	
m	Name and details (Tel / Mobile / E mail) of contact persons	:	

Form 2B: Format for Financial Capability of the Bidder

Mechanical, Manual Sweeping of Roads & Cleaning services in selected Wards of Nagar
Nigam Jhansi Uttar Pradesh

(Equivalent in Rs. crores)

Bidder*	_____ <i>(Name of Bidder)</i>				
FY	2016-17	2017-18	2018-19	Total	Average
Annual Turnover					
Net Work					

Certificate from the Statutory Auditor

This is to certify that _____ *(Name of the Bidder)* has annual turnover as shown above against the respective years.

Name of the audit firm:

Seal of the audit firm:

Date:

(Signature, name and designation of the authorized signatory)

The Bidder should provide the Financial Capability based on its own financial statements. Financial Capability of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Bidder.

* Bidder should fill in details as per the row titled Annual turnover in the row below.

Form 2C: Engagement Experience

List projects in the last five years which are similar to that required in the RFP.

Assignment name:	Value of the contract (in current INR):
Country:	Duration of assignment (months):
Name of Employer:	Total Kms of road covered in the assignment:
Address:	
Start date (month/year): Completion date (month/year):	
Narrative description of Project (scope details):	

(In addition to above format, scan copies of completion certificate/certification of work undertaken to be also included for each of the project)

FORM TECH-3

Letter for Blacklisting

[Location, Date]

To,

[Name and address of Employer]

Subject: Letter of Declaration for not have been Blacklisted

We, *[Name of Firm]* have not been black listed/ debarred/ termination of contract except for reasons of convenience of employer by any Government/ Government board/ Corporation/ Company/ Statutory Body/ PSU Company/ Non-Government/ Government of any sovereign countries/ Private agencies and Funding Agencies in the last 10 years.

For *[Name of Firm]*,

Authorized Signatory [In full and initials]

Name and Title of Signatory:

Name of Firm:

Address:

FORM TECH-4

Power of Attorney for signing of Application

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name),..... son/daughter/wife ofand presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the Request for Proposal for Mechanical, Manual Sweeping of Roads & Cleaning services in selected Wards of Urban Local Body of Uttar Pradesh. Project proposed or being developed by the Directorate of Urban Local Bodies, Uttar Pradesh (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

..... (Sole Bidder/ JV/ Consortium Members)

(Signature, name, designation and

address) Witnesses:

Mechanical, Manual Sweeping of Roads & Cleaning services in selected Wards of Nagar
Nigam Jhansi Uttar Pradesh

1.

2.

(Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law 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.*
- Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

Section 5: Financial Proposal – Standard Forms

FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

Location

Date

To: *[Name and address of Employer]*

Dear Sirs:

We, the undersigned, offer to provide the job for Mechanical and Manual cleaning of wards in ULBs of Uttar Pradesh in accordance with your Request for Proposal dated and our Technical Proposal. Our Financial Proposal is placed as under:

SI	Item	Quantity ^{\$}	Unit	Total Days in Month	Total KMs Per month /For SI No 5 – Per Shift of 8 hours	Quoted Price per Unit in Rs	Quoted Price Total per month	Applicable taxes (GSTN) in %
1	Item A1 - Main Roads (Above 12 Mts with divider and service lane) Mechanical Sweeping (Plus Other cleaning Jobs)	8 (*Refer Annexure 3) (No service Lane)	Running km Per Day	13				
2	Item A2 - Main Roads (Above 12 Mts with divider without service lane) Mechanical Sweeping (Plus Other cleaning Jobs)	27 (*Refer Annexure 3)	Running km Per Day	13				
3	Item A3 - Main Roads (Above 12 Mts without divider without service lane) Mechanical Sweeping (Plus other cleaning jobs) (Plus other cleaning jobs)	3 (*Refer Annexure 3)	Running km Per Day	13				
4	Item A4 – Arterial (More than 7 Mts and less than 12 Mts) Mechanical Jobs	26 (*Refer Annexure 3)	Running km Per Day	13				

Mechanical, Manual Sweeping of Roads & Cleaning services in selected Wards of Nagar
Nigam Jhansi Uttar Pradesh

5	Item A5 – Arterial (Less than 7 Mts) Manual Jobs	298 (*Refer Annexure 3)	Running km per month	26				
6	Item A6-Mobile high pressure washing	2 Nos	8hrs per day	26				
7	Item A7-Litter picking through battery litter picker	2 Nos	8hrs per day	26				
	Total Quoted Price per month – First Year							

*Note: Final Payment Calculation will be based on actual road length cleaned
\$: Estimated for Evaluation Purpose payment to be made at actuals at Unit Rate.*

We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal. Our Financial Proposal shall be binding upon us subject to the modification resulting from Contract negotiations, up to expiration of the validity period of the proposal.

Yours sincerely,
Authorize Signature [In full and initials]

Name and Title of
Signatory:
Name of Firm:
Address:

Section 6: Terms and Conditions

CONTRACT FOR BIDDERS' SERVICES

Between

[Name of the Employer]

**{Directorate Urban Local Bodies, Concerned ULB, RCUES as project facilitating
and co-ordinating agency}**

And

[Name of the Bidder]

Dated:

Form of Contract

(Text in brackets [] is optional; all notes should be deleted in final text)

This CONTRACT (hereinafter called the "Contract") is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of employer]* (hereinafter called the "Employer") and, on the other hand, *[name of Bidder]* (hereinafter called the "Bidder").

WHEREAS

- (a) the Employer has requested the Bidder to provide certain job as defined in this Contract (hereinafter called the "Services");

Mechanical, Manual Sweeping of Roads & Cleaning services in selected Wards of Nagar
Nigam Jhansi Uttar Pradesh

- (b) the Bidder, having represented to the Employer that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The following Appendices: *[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix]*
 - Appendix A: Description of Services
 - Appendix B: Reporting Requirements
 - Appendix C: Staffing Schedule
 - Appendix D: Breakdown of Contract Price
 - Appendix E: Duties of the Employer
2. The mutual rights and obligations of the Employer and the Bidder shall be as set forth in the Contract, in particular:
 - (a) the Bidders shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Employer shall make payments to the Bidders in accordance with the provisions of the Contract and report of 3rd party appointed for monitoring and control.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.
For and on behalf of *[name of Employer]*

[Authorized Representative]

For and on behalf of *[name of Bidder]*

[Authorized Representative]

General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
- (b) “Bidder” means any private or public entity that will provide the Services to the “Employer” under the Contract.
- (c) “Contract” means Conditions of Contract, the Employer’s Requirements, the Tender, the Contractor’s Price Proposal, the Annexure, the Letter of Acceptance, the Contract Agreement (if completed) and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement (if completed).
- (d) “Day” means calendar day.
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) “GC” means these General Conditions of Contract.
- (g) “Government” means the Government of India
- (h) “Local Currency” means Indian Rupees.
- (i) “Member” means any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities.
- (j) “Activity Schedule” means schedule of activities comprising the different tasks/operations to be performed by the Contractor under the Contract.
- (k) “Works” are what Contract requires the Contractor to carry out and perform.
- (l) “Acceptance Letter” means the document from the Employer on behalf of DLB, UP addressed to Contractor indicating acceptance of the Contract Price and its acceptance of the Contractor as the preferred party to carry out the works, perform services and operations under the Contract.
- (m) “GoUP” means Government of Uttar Pradesh.
- (n) “RCUES” means Regional Centre for Urban And Environmental Studies
- (o) “DLB” means Directorate of Urban Local Bodies, Uttar Pradesh

1.2 Other Definitions

- i. “House/Property” means a house/property, existing in the area of selected ULBs in Uttar Pradesh.
- ii. “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence the action of a public official in the procurement process or in contract execution.
- iii. “Parking Site” means the place arranged by the contractor for the purpose of parking, repairing and refuelling of vehicles during the contract period.

1.3 Relationship between the Parties: Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the “Employer” and the Bidder. The Bidder, subject to

this Contract, has complete charge of Personnel and Sub-Bidders, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.4 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.5 Headings: The headings shall not limit, alter or affect the meaning of this Contract.

1.6 Notices:

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

1.6.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.7 Location: The Services shall be performed at Uttar Pradesh, India.

1.8 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Employer" or the Bidder may be taken or executed by the officials specified in the SC.

1.9 Taxes and Duties: The Bidder, Sub-Bidders and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.11 Fraud and Corruption

1.11.1 Definitions: It is the Employer's policy to require that Employers as well as Bidders observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

- (i) "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) "Collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.11.2 Measures to be taken by the Employer

(a) The Employer may terminate the contract if it determines at any time that representatives of the bidder were engaged in corrupt, fraudulent, collusive or

coercive practices during the selection process or the execution of that contract, without the bidder having taken timely and appropriate action satisfactory to the Employer to remedy the situation;

(b) The Employer may also sanction against the Bidder, including declaring the Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an Employer-financed contract;

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract: This Contract shall come into force and effect on the date (the “Effective Date”) of the “Employer’s notice to the Bidder instructing the Bidder to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than thirty (30) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services: The Bidder shall begin carrying out the Services not later than 90 days after the Effective Date specified in the SC.

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.5 Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations: (a) any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration to any proposals for modification or variation made by the other Party. (b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7 Force Majeure

2.7.1 Definition (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather

conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Bidders or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to consider at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract: The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be taken: (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by the "Employer", shall either:

(i) Demobilize, or

(ii) Continue with the Services to the extent possible, in which case the Bidder shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure.

2.8 Suspension: The "Employer" may, by written notice of suspension to the Bidder, suspend all payments to the Bidder hereunder if the Bidder fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Bidder to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.

2.9 Termination

2.9.1 by the “Employer”: The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in (a) through (i) of this Clause GC 2.9.1

(a) If the Bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.

(b) If the Bidder becomes (or, if the Bidder consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

(d) If the Bidder, in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

(e) If the Bidder submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.

(f) If the Bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.

(g) If the bidder fails to provide the quality services as envisaged under this Contract. The committee formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The committee may decide to give one chance to the bidder to improve the quality of the services.

(h) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(i) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

In such an occurrence the “Employer” shall give a not less than thirty (30) days’ written notice of termination to the Bidders, and sixty (60) days’ in case of the event referred to in (i).

2.9.2 By the Bidder: The Bidder may terminate this Contract, by not less than thirty (30) days’ written notice to the “Employer”, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

(a) If the “Employer” fails to pay any money due to the Bidder pursuant to this Contract hereof within forty-five (45) days after receiving written notice from the Bidder that such payment is overdue.

(b) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If the “Employer” fails to comply with any final decision reached as a result of arbitration.

(d) If the “Employer” is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing)

following the receipt by the “Employer” of the Bidder’s notice specifying such breach.

2.9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, and (iv) any right which a Party may have under the Law.

2.9.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC

2.9.1 or GC 2.9.2 hereof, the “Employer” shall make the following payments to the Bidder:

(a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(d) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(d) hereof for expenditures actually and reasonably incurred prior to the effective date of termination; (b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (g), the bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the employer may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The bidder will be required to pay any such liquidated damages to employer within 30 days of termination date.

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE BIDDER

3.1 General

3.1.1 Standard of Performance: The Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as

faithful adviser to the “Employer”, and shall at all times support and safeguard the “Employer’s legitimate interests in any dealings with Sub-Bidders or Third Parties.

3.2 Conflict of Interests: The Bidder shall hold the “Employer’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Bidder shall promptly disclose the same to the Employer and seek its instructions.

3.2.1 Bidder not to benefit from Commissions, Discounts, etc.: (a) The payment of the Bidder pursuant to Clause GC 6 hereof shall constitute the Bidder’s only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Bidder shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Bidder shall use its best efforts to ensure that any Sub-Bidders, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Bidder, as part of the Services, has the responsibility of advising the “Employer” on the procurement of goods, works or services, the Bidder shall comply with the Employer’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the “Employer”. Any discounts or commissions obtained by the Bidder in the exercise of such procurement responsibility shall be for the account of the “Employer”.

3.2.2 Bidder and Affiliates Not to Engage in Certain Activities: The Bidder agrees that, during the term of this Contract and after its termination, the Bidder and any entity affiliated with the Bidder, as well as any Sub-Bidders and any entity affiliated with such Sub-Bidders, shall be disqualified from providing goods, works or services (other than the job concerned) resulting from or directly related to the Bidder’s Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities: The Bidder shall not engage, and shall cause their Personnel as well as their Sub-Bidders and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality: Except with the prior written consent of the “Employer”, the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Accounting, Inspection and Auditing: The Bidder (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the “Employer” or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the “Employer” or the Employer, if so required by the “Employer” or the Employer as the case may be.

3.5 Reporting Obligations: The Bidder shall submit to the “Employer” the reports and documents in the specified format and within the time period decided by the Authority.

3.6 Documents Prepared by the Bidder to be the Property of the “Employer”: All plans, drawings, specifications, designs, reports, other documents and software prepared by the Bidder for the “Employer” under this Contract shall become and remain the property of the “Employer”, and the Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Employer”, together with a detailed inventory thereof. The Bidder may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Bidder and third parties for purposes of development of any such computer programs, the Bidder shall obtain the “Employer’s prior written approval to such agreements, and the “Employer” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.7 Equipment and Materials provided by the Bidders: Equipment or materials brought into the project by the Bidder and the Personnel and used either for the Project or personal use shall remain the property of the Bidder or the Personnel concerned, as applicable.

3.8 Resource Management: All arrangements like water, washing area, facility for parking and storing equipment, charging stations for charging batteries., fuel for equipment and all such resources, equipment, gadgets and tools that may be required time to time to carry on the assigned job efficiently without interruption would be under the scope of the bidder.

4. BIDDERS’ PERSONNEL AND SUB-BIDDERS

4.1 General: The Bidder shall employ and provide such qualified and experienced Personnel and Sub-Bidders as are required to carry out the Services.

5. OBLIGATIONS OF THE “EMPLOYER”

5.1 Assistance and Exemptions: Unless otherwise specified in the SC, the “Employer” shall use its best efforts to ensure that the Government shall:

(a) Provide the Bidder, Sub-Bidders and Personnel with work permits and such other documents as shall be necessary to enable the Bidder, Sub-Bidders or Personnel to perform the Services. (b) Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.

(c) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services. (d) Provide to the Bidder, Sub-Bidders and Personnel any such other assistance as may be specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to

taxes and duties, which are directly payable by the bidder for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Bidder in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1.

5.3 Payment: In consideration of the Services performed by the Bidder under this Contract, the “Employer” shall make to the Bidder such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.4 Counterpart Personnel: (a) If necessary, the “Employer” shall make available to the Bidder free of charge such professional and support counterpart personnel, to be nominated by the “Employer” with the Bidder’s advice.

(b) Professional and support counterpart personnel, excluding “Employer’s liaison personnel, shall work under the exclusive direction of the Bidder. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Bidder that is consistent with the position occupied by such member, the Bidder may request the replacement of such member, and the “Employer” shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE BIDDER

6.1 Total Cost of the Services (a) the total cost of the Services payable is set forth in the proposal to the Employer and as negotiated thereafter.

6.2 Currency of Payment: All payments shall be made in Indian Rupees. [In case the payment is to be made in the currency other than Indian Rupees, the same shall be mentioned instead of Indian Rupees]

6.3 Terms of Payment: The payments in respect of the Services shall be made as follows:

- (a) The bidder shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work-related milestones achieved.
- (b) If the deliverables submitted by the bidder are not acceptable to the Employer, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the bidder. In such case, the payment will be released to the bidder only after it re-submits the deliverable and which is accepted by the Employer.
- (c) All payments under this Contract shall be made to the accounts of the Bidder.
- (d) In case of early termination of the contract, the payment shall be made to the bidder as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. Based on such details, a reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the bidder in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The

total amount payable shall be the amount calculated as per the applicable tax.

- (e) The Contract Fee shall be released by Authority within a period of 30 (thirty one) days from the date of receipt of invoice/bill from the Operator. However, if there is any administrative delay on the part of Authority, in order to ensure continuous services to be provided by the Operator, Authority shall release 75% (seventy five percent) of the monthly Contract Fee to the Operator within a period of 30 (Thirty) days from the date of receipt of the invoice/bill and the balance 25% (twenty five percent) may be released within a maximum period of further 30 (thirty) days from the date of receipt of invoice/bill. However, in the event of delay for more than four weeks and not exceeding eight weeks, in payment to the Operator, from the date of receipt of invoice/bill raised by the Operator, Authority shall be required to pay the Operator interest at the rate of 9% simple interest p.a. In the case of delay beyond eight weeks, it shall be an Authority event of default.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Any disputes and or difference relating to this agreement or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement will be resolved through joint discussion of the authorized representatives of both the parties (the Authority and Bidder). If the dispute is not resolved by joint discussion, then the matter will be referred for adjudication to a Tribunal of Arbitrator (3 Members (one appointed by each party and third appointed by the said appointed arbitrator on receipt of written notice / demand of appointment of Arbitrator from either party).

8.2 The award of the sole Arbitrator shall be final and binding on all the parties. The cost of Arbitration shall be borne by the respective parties equally. Arbitration proceedings will be held at premises of the Authority, only.

8.3. Rules governing Arbitration Proceedings: The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made.

9. Liquidated Damages

9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2 The amount of liquidated damages under this Contract shall not exceed 10% of the total value of the contract.

9.3 The liquidated damages shall be applicable under following circumstances:

- (a) If the deliverables are not submitted as per schedule, the Bidder shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.
- (b) If the deliverables are not acceptable to the Employer, and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Bidder shall be liable for Liquidated Damages for an amount equal to 0.5 % of total cost of the services for every week or part thereof for the delay.

10. Miscellaneous provisions:

- (i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Bidder shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iv) Each constituent of the Bidder, in case of a consortium/JV, shall be jointly and severally liable to and responsible for all obligations towards the Employer for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- (v) The Bidder shall at all times indemnify and keep indemnified the Employer against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (vi) The Bidder shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Bidder's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Bidder.
- (vii) The Bidder shall at all times indemnify and keep indemnified the Employer against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Bidder, in respect of wages, salaries, remuneration, compensation or the like.

Mechanical, Manual Sweeping of Roads & Cleaning services in selected Wards of Nagar
Nigam Jhansi Uttar Pradesh

- (viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Bidder for any engagement, service or employment in any capacity in any office or establishment of the Government of India/ State or the Employer.
- (x) The performance of the operators based on the service level benchmarks indicated in the guidelines issued by Ministry of Housing and Urban Development, Government of India (as per clause 13 of GCC) or any assessments from time to time and also placed in the draft Concession Agreement.

11. Performance Security

The Performance Security shall be provided @ 5% of the Contract value from the Nationalized Bank to the Employer valid till the contract period. It needs to be submitted within 15 days from the award of letter of intent and before the signing of the concession agreement.

12. Penalties

The following penalties shall be imposed by Authority on the operators.

S.No.	Description	Penalty
1.	The operator fails to deploy the assets in 90 days from the date of receiving the LOI penalty	<input type="checkbox"/> 5,000/- per day / per Sweeping Machine / Litter Picking machine / High Pressure Washing Van / transportation vehicles <input type="checkbox"/> 500/= per day for non-deployment of Air Blower, fuel operated brush cutter and Rag Picker Stick. <input type="checkbox"/> 500/- per day per worker for non – deployment of designated manpower Penalty of shall be imposed from the date of commencement of the work. In the event of non-deployment of complete Assets in 120 days the contract would stand null and void.
2.	The Operator fails to undertake the mechanical sweeping on any day(s), on a particular road/ road(s) in the Project Site area and provided that such failure is not caused due to the events beyond Operator's control	<input type="checkbox"/> 25,000 per day for the period where till such event is rectified and the mechanical sweeping resumes as per the Management Contract
3.	The Operator fails to ensure that the water nozzle fitted in the mechanical sweepers remains operational at all	<input type="checkbox"/> 50/- per day per incident

Mechanical, Manual Sweeping of Roads & Cleaning services in selected Wards of Nagar
Nigam Jhansi Uttar Pradesh

	working time and there is no dust-cloud formation during the sweeping of the road(s).	
4.	The Operator shall also be responsible for external cleaning of all bell mouths and gully grating(s) (irrespective of their numbers), in the jurisdiction, to ensure smooth flow of storm water, throughout the year. The Operator shall ensure that none of the workman put/ pushes the littering materials/ slit in front/ inside the bell mouth(s). Penalty to be imposed in case of such defaults.	□25/- per bell mouth per default
5.	The GPS system/ wireless/ mobile phone set, installed in any of the vehicles/ mechanical sweepers does not work continuously for more than 24 hours	□100/- per system per day
6.	The Operator fails to ensure that the employees are in proper dress, and also ensure placement of safety devices and signage at Project Site during the working hours, as per the specification. Every Worker, Supervisor and Manager to be equipped at all times during working hours: Safety. Caps / Helmets, Nose Mask, Rain Coats, Gloves, Radium Jackets, Safety Boots.	□200/- per day per default per person.
7.	The collected rubbish shall be disposed off by the Operator (all lifts/ leads), at a designated site approved by Authority by deploying equipment of suitable capacity. In case the Operator is found dumping the collected rubbish at a place other than as mentioned in this clause then fine shall be imposed on the operator.	□100/- per default
8.	The Operator fails to ensure that the complaints received at Complaint Redressal Cell (at ULB level) in respect of services are attended within 24 (twenty four) hours of receipt of complaint (other than in the case of weekly off or national and festive holiday).	□100/- per day for each default (each individual complaint). If the defaults persist for more than 30 (thirty) days, the same shall be considered as Operator's Event of Default and the Authority shall have the right to initiate the process of termination of the Management Contract as per the terms and conditions provided.
9.	failure in conducting preventive maintenance of all the parts on daily basis by the Operator	□1000/- per day
10.	The Operator fails to ensure that the water nozzle fitted in the mechanical sweepers remains operational at all	□5,000/- per event per day

Mechanical, Manual Sweeping of Roads & Cleaning services in selected Wards of Nagar
Nigam Jhansi Uttar Pradesh

	working time and there is no dust-cloud formation during the sweeping of the road(s)	
11.	The Operator shall ensure not to cause damages to the vehicles of third party and physical loss due to negligent and rash driving. If due to negligent and rash driving any damage is caused to the third party then the Operator shall bear the cost of repairs.	As per actuals
12.	If any of the employee of Operator is found not keeping valid driving license and if the mobiles provided to supervisor/ manager/ operator are not being used during working hours then the Operator shall be liable to pay a penalty	□500/- per day per default.
13.	If any defect is carrying out the work by the Operator has been noticed by Sanitary Inspector in Charge then a joint inspection shall be carried out with the representative of Operator and all the defaults to be rectified shall be brought to the notice of Operator. The Sanitary Inspector In Charge shall give minimum 24 hours to rectify the defects and if pursuant to the same, the Operator shall not rectify the same then the above mentioned penalties shall be levied on the Operator.	As per relevant clauses
14.	No penalty shall be levied on the Operator if the mechanical sweeping is not possible at any of the road due to defective structure of roads. The Operator shall carry out the sweeping manually and get the roads cleaned.	NA
15.	No penalty shall be levied on the Operator if due to heavy rainfall there is water logging on the roads or if any dharnas / strike being carried out by the public on the stipulated roads.	NA
16.	No penalty shall be levied on the Operator if due to persistent rainfall, the working schedule of the machine is disrupted. In such cases, the Operator will make its best efforts to compensate by arranging for the machine to be operated on an alternative day. The revision in schedule will only be possible following a mutual understanding between the Operator and the Authority.	NA

Mechanical, Manual Sweeping of Roads & Cleaning services in selected Wards of Nagar
Nigam Jhansi Uttar Pradesh

Note: Additional Penalties pertaining to adherence to Service level Benchmarks are as per defined in section 13 of this document

13. Service Level Benchmark for Mechanical, Manual Sweeping of Roads & Cleaning services in selected Wards of Urban Local Body of Uttar Pradesh

S. No.	Indicator	Unit & Definition	Compliance %	Penalty pursuant to Shortfall*
1.	Mechanical sweeping	To maintain absolute dust & litter free ambience on roads within the time period	100%	99-90%: deduction of 10% amount in the mechanical sweeping bill value for the given duration and km 89-80%: deduction of 20% amount in the mechanical sweeping bill value for the given duration and km 79-60%: deduction of 30% amount in the mechanical sweeping bill value for the given duration and km Below 60%: deduction of 40% amount in the mechanical sweeping bill value for the given duration and km
2	Manual Sweeping	To maintain absolute dust & litter free ambience on roads within the time period	100%	99-90%: deduction of 10% amount in the mechanical sweeping bill value for the given duration and km 89-80%: deduction of 20% amount in the mechanical sweeping bill value for the given duration and km 79-60%: deduction of 30% amount in the mechanical sweeping bill value for the given duration and km Below 60%: deduction of 40% amount in the mechanical sweeping bill value for the given duration and km
3.	Tracking & Monitoring	To maintain proper records, data, pictures etc. for providing the same to 3 rd party monitoring agency	100%	99-90%: deduction of 10% amount in the total bill value for the given duration and km 89-80%: deduction of 20% amount in the total bill value for the given duration and km 79-60%: deduction of 30% amount in the total bill value for the given duration and km Below 60%: deduction of 50% amount in the total bill value for the given duration and km

Mechanical, Manual Sweeping of Roads & Cleaning services in selected Wards of Nagar
Nigam Jhansi Uttar Pradesh

S. No.	Indicator	Unit & Definition	Compliance %	Penalty pursuant to Shortfall*
4.	Efficiency in redressal of customer complaints	As % of total number of road cleaning related complaints resolved in 24 hours versus total number of complaints received within the period	100%	Upto 30% shortfall: Deduction of 5% of the total bill value for that day. 31%-50% shortfall: Deduction of 10% of the total bill value for that day. Above 50% shortfall: Deduction of 20% of the total bill value for that day.

**Subject to discretion of the Authority based on recurrence of instance (occasional, repeated, often).*

14. Obligations

14.1 Authority/Concerned ULB's Obligation

- (i) Handed over to the Operator through respective ULBs the physical possession of the Project Site only for cleaning of road as per the scope of this Contract, for the period co-terminus to the Contract Period (the exact road details laid down in Schedule - I) free from Encumbrances. If Authority/ULB concerned due to activities such as (i.e. development / permanent closure / construction / re-carpeting / demolition drives / dharnas etc.) is not able to provide the possession of earmarked roads to the Operator (also at any time during the Contract Period) for mechanical and manual sweeping for a maximum period of 7 (seven) days, Authority/Concerned ULB shall allocate alternative roads of similar or greater length within the radius of 10 km of all such roads which have become inaccessible for sweeping. However, if under any circumstances, Authority/Concerned ULB is not able to provide such road(s) or any other alternative road within the stipulated time period then Authority shall be liable to pay 75% (seventy five) of the applicable Contract Fee for that duration and length of the road to the Operator till the roads are made available to the Operator;
- (ii) Handed over the physical possession of Control Centre and paved space (site) for workshop, washing bay, parking, administrative office, store, canteen etc. to the Operator;
- (iii) Constituted and appointed the Steering Group, within a period of 15 (fifteen) days from the date of this Contract in accordance with the terms hereof;
- (iv) Ensure to make payment to the operator within 30 days of invoice raised

- (v) Authority/Concerned ULB is vested with the rights as overseer and the title of interest, ownership and rights with regard to the Project Site shall vest with Authority except that these will be cleaned by the Operator as per the provisions of this Contract;
- (vi) Any liability, arising out of providing the Project Site free of encumbrances, unless expressly provided for in this Management Contract, shall be borne solely by Authority. Authority shall indemnify the Operator and shall hold it harmless from any claim or consequential cost that may arise as a result of any such terminations;
- (vii) Upon request from the Operator, Authority shall provide reasonable assistance and facilitation in procuring clearances/approvals which are necessary for the implementation of the Project and which are in its authority to grant or cause to be granted subject to the Operator complying with the eligibility criteria for the grant of such clearances. However, notwithstanding the contents of any other provision of this Management Contract, the end responsibility for obtaining all such approvals/clearances whether from any Department or any other authorised agency/Government of India or any other statutory body shall be that of the Operator;
- (viii) Authority would ensure that from the Compliance Date and till the completion of the Contract Period, the Operator has access to the Project Site for the purpose of carrying out the Operator's obligations under this Management Contract;
- (ix) Authority shall Endeavour to provide electricity connection to the Operator at the cost of Operator. The Operator shall have to apply for an electric connection and commercial charges shall apply on electric consumption.
- (x) Authority shall ensure to provide performance certificate to the Operator as and when required by the Operator for using the same for any other business opportunity. The Authority shall not delay in providing/issuing the same to the Operator;
- (xi) Authority/Concerned ULB shall provide water connection to the Operator and charges shall be paid by the Operator with respect to the use of water for the purposes related to the Project. However, if at any time due to some unavoidable circumstances the release of regular water is not possible, the Operator shall be required to make its own arrangement at its own cost;
- (xii) Authority/Concerned ULB shall ensure that the conditions of roads, footpath, paver blocks, drains, channels etc. are in good condition, has been constructed appropriately and are conducive to mechanical

sweeping. If due to any defect in construction/blockage of drains etc. the Mechanical Sweepers are not able to clean the road/carriageway then the Operator shall not be held responsible. In such situations, the Operator shall manually get the said area cleaned and full payment (with respect to the mechanical sweeping) shall be made to the Operator.

- (xiii) Authority has the right to take over the Project if the Operator defaults in fulfilling any of its obligations, rights and responsibilities detailed under this Management Contract including the right to complete the Project directly or indirectly by selecting another Operator in the event of default by the Operator;
- (xiv) Authority shall recognize and undertake not to, in any manner, violate or cause breach of the terms of this Management Contract.

14.2 Contractor's Obligation

- (i) Made arrangements for financing the Project and executed the Financing Documents and delivered to the Authority notarized true copies thereof along with soft copies;
- (ii) Submitted to the Authority, a programme supported with Bar chart for purchase/arrangement of new sweeping machines(s)/ Litter Picker(s) /High Pressure washing van (s) / vehicle(s) fitted with GPS / wireless / mobile phone system of required technical specifications and standards;
- (iii) Provided an undertaking that all of the Representations and Warranties of the Operator are true and correct as on the date of this Contract and as on the Compliance Date and thereafter.
- (iv) Take over the possession of the Project Site from the Authority/Concerned ULB, provided it is being delivered in accordance with the provisions of Article 2.1 and safeguard and use the Project Site solely for the purpose of discharging its obligations under this Management Contract.
- (v) Comply and observe at all times with all Applicable Permits, approvals, Applicable Laws, all central / state government / semi-government / local body's rules and regulations applicable to rendering of such services and in the performance of its obligations under this Management Contract and also, complying with all the inter disciplinary measures as followed by the Authority .

- (vi) Ensure to be fully conversant with all the laws applicable to the work under the Management Contract.
- (vii) Obtain any and all permits, necessary approvals, clearances and sanctions from the Competent Authority (ies), for necessary facilities like power, firefighting, telecommunications, etc. as and when required, for the Operator and its employees to perform their obligations under this Management Contract, at its own cost.
- (viii) Make own arrangements to obtain the import licenses, if required for the import of machines and equipment at the Project Site, as required for this Project.
- (ix) Ensure to get all the machines/vehicles registered under the competent Authority who are recognized for such registrations.
- (x) Ensure that the services supplied conform to the standards of the technical specifications and where no applicable standard is mentioned, the standards shall be equivalent or superior to the official standard whose application is appropriate to the country of origin of the goods and suitable to Indian (BIS/MoEF/RTO/ISI) whether conditions and usage.
- (xi) Ensure not to reassign the work under the Management Contract to any other third party without prior written approval of Authority.
- (xii) At all times, to afford access to the Project Site to the authorized representatives of Authority, senior lenders, other persons duly authorized by any Governmental Agency having jurisdiction over the Project, to inspect the Project and to investigate any matter within their authority and upon reasonable notice.
- (xiii) Ensure not to pose any problem/nuisance to the general public. The Operator shall be solely responsible for the behaviors and honesty of its workforce.
- (xiv) Ensure not to dump or dispose of litter waste, garbage, or recyclables waste on any street, alley or other publicly owned property unless expressly authorized by Authority/Concerned ULB.
- (xv) In the event of any accident/damage to third party by any of the vehicle/equipment of the Operator, Authority/Concerned ULB shall be

completely free from any liability of any nature occurred on account of the accident. The Operator shall be fully and exclusively responsible for the liabilities arising on account of accident and damage to the vehicle, manpower or to the third party. The Operator shall be fully and solely responsible for any death or bodily injury to his staff member or any other person in the employment of the Operator or to any other person during the performance of the contractual services. This includes any third party claims.

- (xvi) Solely responsible for any consequences under various laws, arising out of any accident caused by vehicles, equipment's or his employees to the property or personnel of Authority/Concerned ULB
- (xvii) Make efforts to maintain harmony and good industrial relation among the personnel employed in connection with the performance of the Operators obligations under this Management Contract 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 Authority/Concerned ULB against any accident claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall Authority/Concerned ULB treated as employer in this regard.
- (xviii) Neither place or create nor permit any other person claiming through or under the Operator to create or place any Encumbrance over all or any part of the Project Site or on any rights of the Operator therein, save and except as expressly set forth in this Management Contract.
- (xix) Shall be responsible for safety, soundness and durability of the Project structure built on the site for workshop, washing bay, parking, administrative office, store, canteen, including all structures forming part thereof and their compliance with the Specifications and Standards.
- (xx) In case of loss due to theft or damage to the Project Facility, due to the negligence of the Operator, the Operator 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.

- (xxi) To pay at its own cost all applicable existing taxes / charges / fees including service tax, stamp duty, registration charges and any other related legal documentation charges, if any, in respect of the said Project, as leviable on the date of submission of Commercial Proposal. However, for any future taxes/charges/levies/ fees, Authority shall reimburse the same to the Operator.
- (xxii) Shall ensure that the operation, maintenance and management of the Project Site provided therein are both in conformity with the relevant norms and Maintenance Manual, prepared in accordance to this Management Contract.
- (xxiii) Shall have the right to get the name of the Company published on the Mechanical Sweepers and all other equipment's as brought in by the Operator for the said Project.
- (xxiv) Advertisement Rights: The Operator shall have the advertisement rights, subject to the fulfillment of related applicable laws of. However, with respect to the revenue generating from the advertisements, the Operator shall be liable to share 25% (twenty five percent) of the revenue with Authority. The operator should provide monthly reports for the same to the 3rd Party responsible for monitoring and control.
- (xxv) Carry out its duties in regard to the Project in accordance with the provisions of the Management Contract and the Schedules thereof.
- (xxvi) On expiry of the Contract Period, within a maximum period of 30 (thirty) days, to leave the entire Project Site in a clean and safe condition to the satisfaction of Authority/Concerned ULB. However, all the machines/vehicles, super structure created and any other assets as brought in by the Operator shall be taken away by the Operator.
- (xxvii) Shall be solely and primarily responsible to Authority for observance of all the provisions of this Management Contract on behalf of its employees and representatives.
- (xxviii) Shall be liable for and shall indemnify, protect, defend and hold harmless Authority/Concerned ULB, Authority/Concerned ULB's officers, employees, etc. from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and

judgments arising out of the failure of the Operator to discharge its obligations under this article / Management Contract and to comply with the provisions of Applicable laws and Applicable permits.

(xxix) The Operator shall acknowledge and recognize that time is of the essence of this Management Contract and that the performance of its obligations shall be construed accordingly.

(xxx) Hand back the Project Site to Authority/Concerned ULB, at the end of the Contract Period.

15. Environmental Compliance

15.1 The Contractor shall, at all times, ensure his operations and services are confirming to the laws pertaining to environment, health and safety aspect including Solid Waste Management Rules, 2016, policies and guidelines related thereto.

16. Sale/ disposal of Recyclable Waste

16.1 The contractor shall not sell or otherwise dispose of recyclable waste, recovered from the jurisdiction of Concerned ULB.

16.2 No waste should be sorted at the generation, collection or at storage points.

16.3 Non-compliance on the above lead to be penal actions to an extent of termination.

17. Insurance

17.1 The Contractor shall insure his workmen, equipment, vehicles etc. No additional burden should fall on the Authority/Concerned ULB due to absence of insurance.

17.2 The Contractor shall take out all necessary insurance against theft, dacoit, fire or other contingencies for infrastructures being developed/ arranged/ deployed/ taken from the authority/Concerned ULB in his possession under this contract. The Authority/Concerned ULB shall not be responsible for any type of liability in this regard.

18. Accidents

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

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

18.3 On the occurrence of an accident, arising out of works, which results in death or which is so serious as to be likely to result in death, the Contractor shall within 24 hours of such accident, report in writing to the Competent Authority, the facts stating

clearly and in sufficient details the circumstances of such accident and the subsequent action taken.

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

Appendices

BANK GUARANTEE BOND FOR PERFORMANCE WARRANTY

(To be executed by the State Bank of India or any other scheduled Bank recommended by
Reserve Bank of India on non-judicial stamp paper)

To

<Signing Authority>
Directorate of Urban Local Bodies, Uttar Pradesh

Dear Sir/Madam,

Sub: Your Contract No. _____ dated _____
for _____

1. You, on behalf of the Authority, have entered into a contract with reference no as given above with _____ (herein after referred to as the contractor) for the development, fabrication and supply of _____ (herein after referred to as stores) for the price and on the terms and conditions contained in the said contract.
2. In accordance with the terms of said contract the contractor has undertaken to produce a bank guarantee for Rs. _____ (Rupees _____ only) being _____ % of the total value of the said stores supplied to you, for the due fulfilment of its obligations to the Authority for due performance as per the contract during warranty period.
3. In consideration thereof, we hereby expressly, irrevocably and unconditionally undertake and guarantee as principal obligors on behalf of the contractor that in the event that the Authority submits a written demand to us that the contractor has not performed according to the contractual obligations included in the said contract, we will pay you on written demand, without demur and without reference to the contractor any sum up to a maximum amount of Rs _____ (Rupees _____ only). Your demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. Payment by us to you will be made within thirty (30) days from receipt of your written request making reference to this guarantee and on demand.
4. This guarantee shall not be revoked without your express consent and shall not be affected by your granting any indulgence to the contractor, which shall include but not be limited to postponement from time to time of the exercise of any powers vested in you or any right which you may have against the contractor and to exercise the same in any manner at any time and either to forbear or to enforce any covenant contained or implied in the said contract or any other course or remedy or security available to you, and our Bank shall not be released from its obligations under this guarantee by your exercising any of your rights with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on your part or any other indulgence

Mechanical, Manual Sweeping of Roads & Cleaning services in selected Wards of Nagar
Nigam Jhansi Uttar Pradesh

shown by you or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving our Bank from its obligation under this guarantee.

5. Notwithstanding anything herein contained, our liability under this guarantee is restricted to Rs _____ (Rupees _____ only) and the guarantee shall remain in force up to and including the _____ day of being reported to us by you and returned to us duly discharged.
6. Unless a demand or claim under this guarantee is made on us in writing on or before the aforesaid expiry date as provided above or unless this guarantee is extended by us all your rights under this guarantee shall be proscribed and we shall be discharge from the liabilities hereunder.
7. This guarantee shall not be affected by any change in the constitution of our Bank or of the contractor or for any other reason whatsoever.

Date:

Sd.....

Place:

Bankers

Seal of the Bank

Witness:

1.

2.

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Annexure
Technical Speciation

Sl No.	Truck Mounted Road Sweeping Machine- 6 m3 Capacity	
A	EQUIPMENT	
1	Sweeping machine should be effective with powerful Auxiliary Engine.	
2	Should be able to work in all weather conditions including rainy season.	
3	Dust free sweeping through effective Filtration for fine dust. PM 10 compliant certified by manufacturer as well as authorized certifying organization.	
5	Body of both Hopper and Water Tank should be in Stainless steel construction to avoid corrosion.	
6	Complete suppression of dust during sweeping operation with powerful sprinkling nozzles.	
7	Sprinkling nozzles to positioned around brushes and Debris Hopper ensuring no dust flying while sweeping.	
8	All controls through Control Panel at drivers hand distance to control all Hydraulic, Pneumatic and Engine function	
9	Suction Beam and the main broom should be pneumatically controlled.	
10	Activation of brushes, tilting of hopper and opening of debris hopper should be pneumatically controlled.	
11	Brushes should be adjustable depending on the surface being swept.	
12	Water Pump should be of high efficiency ensuring effective performance of the Sweeping Truck.	
13	Engine should be of reputed make from ISO certified internationally reputed company.	
14	Brushes should be long lasting in Ploypropylene and Wire mixed.	
15	No overloading of Engine due to any factor	
16	Dynamically balanced suction blower.	
B	TECHNICAL SPECIFICATION	
1	Hopper in Stainless Steel (Minimum) (Lts)	6000
2	Sweeping width with 1 side brush & 1 roller brush	2300 mm
3	Sweeping width with 2 side brush & 1 roller brush	3200 mm
4	Minimum Actual Sweeping Speed (kms / Hr)	5 to 8
5	Water Tank in Stainless Steel (Minimum Capacity) with additional tank mounting facility(Lts)	1800 Lts + Additional
6	Auxiliary Engine. (Min)	80 H.P.
7	Engine. Cylinders (Number)	4 Cylinder
8	Ground Clearance. (At lest) (mm)	240
9	Fuel Consumption. (Max) (Lts / Hr)	12
10	No of Brushes. (Nos.)	2 - Side Brush & 1 Center Brush - Total 3
11	Each Brush dia. (Min)(mm)	Side Brush - 700mm Center brush - 400 mm
12	Wander Hose Length. (Min)(Mts)	4 Mts

Mechanical, Manual Sweeping of Roads & Cleaning services in selected Wards of Nagar Nigam
Jhansi Uttar Pradesh

13	Wander Hose Dia (Min)(mm)	125 (mm)
C	INBUILT SAFETY FEATURES	
1	Horn.	
2	Front and Rear vision Camera.	
3	Reversing Alarm.	
4	Buzzer.	
5	Beacon Lights - 2 Nos.	
6	Fog Lights.	
7	Engine Safety Shutdown.	

	Diesel Operated Self Propelled Sweeping Machine - 6 m3 Capacity	
A	EQUIPMENT	
1	Should be capable of sweeping at least 80 kms road in 12 working hours.	
2	Dry dust free sweeping and effective collection of litter, debris and dust.	
3	Machine should have 2 large Dia side brushes and main broom along with 3rd brush in front capable of an outreach both right and left sides of the machine.	
4	4-wheel drive.	
5	Should be able to dump the collected debris into collection Bin / dumber / truck directly without travelling to the dump yard.	
6	Powerful 4 Cylinder Engine BS 4 Compliant	
7	Conveyor belt for transportation of Debris to machine hopper and effective vacuum suction.	
B	TECHNICAL SPECIFICATION	
1	Sweeper Type. (All brushes as standard accessory)	Compact heavy-duty sweeper with centre broom and two side brushes and front extendable brush.
2	Minimum Sweeping width	3500mm
3	Minimum Area Coverage	30000 sq.m/hr
4	Container Volume	Minimum 6 m3
5	Container Construction Material	SS
6	Dust Control	By water sprinkling nozzles on the side brushes.
7	Water Tank	Minimum 500 Lts.
8	Environment	Euro IV / VI / BS 4 IV or above. PM 10 Compliant certified by manufacturer and Authorized International certifying organization.
9	Sweeping Speed & Travelling Speed. (Min)	8-10 Kms / Hr and 40 kms / Hr

Mechanical, Manual Sweeping of Roads & Cleaning services in selected Wards of Nagar Nigam
Jhansi Uttar Pradesh

10	Engine	Single Engine of atleast 150 H.P.
11	Brushes	Prefab, disposable, polypropylene /nylon with steel reversible core.
12	Cylindrical Width (Min)	1300 mm
13	Brush Dia (Min)	630 mm
14	Working width with 2 Side Brush (Min)	2600 mm
15	Hopper Dumping to be provided with the equipment	Over 2.2 Mts height for dumping directly into the storage bin or dumper.
16	Wander Hose	Minimum 4 Mts long and 125 mm Dia to reach inaccessible areas.
17	Hydraulic System & Control	All controls for sweeping and traction should be hydraulic.
18	Washing System	Machine should be equipped with washing spray gun extendable up to 10 Mts.
19	Turning Radius	Not exceeding 5 Mts
20	Max Fuel Consumption	9 Lts / Hr
21	Max Noise Level	110 Decibels
C	INBUILT SAFETY FEATURES	
1	Should facility of Hydraulic suspension of Central Brush to easily pass through speed breakers.	
2	Horn.	
3	Front and Rear vision Camera.	
4	Reversing Alarm	
5	Buzzer.	
6	Beacon Light.	
7	Fog Lights.	

Mechanical, Manual Sweeping of Roads & Cleaning services in selected Wards of Nagar Nigam
Jhansi Uttar Pradesh

Diesel Operated Self Propelled Sweeping Machine - 3m3 Capacity		
A	EQUIPMENT	
1	Should be capable of sweeping at least 80 kms road in 12 working hours.	
2	Dry dust free sweeping and effective collection of litter , debris and dust.	
3	Machine should have 2 large Dia side brushes and main broom along with 3rd brush in front capable of an outreach both right and left sides of the machine.	
4	4-wheel drive.	
5	Should be able to dump the collected debris at least 1.5 Mts from the road/ground level directly into Bin / tractor trolley without travelling to the dump yard.	
6	Powerful 4 Cylinder Engine	
7	Conveyor belt for transportation of Debris to machine hopper and effective vacuum suction.	
B	TECHNICAL SPECIFICATION	
1	Sweeper Type (All brushes as standard accessory)	Compact heavy duty sweeper with centre broom and two side brushes and front extendable brush.
2	Minimum Sweeping Width	2500 mm
3	Minimum Area Coverage	20000 m2/hr
4	Container Volume	3 m3 .
5	Container Construction Material	SS
6	Dust Control	By water sprinkling nozzles on the side brushes.
7	Water Tank	Minimum 380 Lts.
8	Environment	Euro IV / VI / BS 4 IV or above. PM 10 Compliant certified by manufacturer and Authorized International certifying organization.
9	Sweeping Speed & Travelling Speed	8-10 Kms / Hr and 40 kms / Hr
10	Engine Rating	Single Engine of at least 75 H.P.
11	Brushes	Prefab, disposable, polypropylene /nylon with steel reversible core.

Mechanical, Manual Sweeping of Roads & Cleaning services in selected Wards of Nagar Nigam
Jhansi Uttar Pradesh

12	Cylindrical Width (Min)	1300 mm
13	Brush Dia	500 mm
14	Working width with 2 Side Brush (Min)	2000 mm
15	Hopper Dumping	Over 1.5 Mts height for dumping directly into the storage bin / tractor trolley.
16	Wander Hose	Minimum 4 Mts long and 125 mm Dia to reach inaccessible areas.
17	Hydraulic System & Control	All controls for sweeping and traction should be hydraulic.
18	Washing System	Machine should be equipped with washing spray gun extendable up to 10 Mts.
19	Turning Radius	Not exceeding 4.5 Mts
20	Max Fuel Consumption	7 Lts / Hr
21	Noise Level (Max)	100 Decibels
C	INBUILT SAFETY FEATURES	
1	Horn.	
2	Front and Rear vision Camera.	
3	Reversing Alarm	
4	Buzzer.	
5	Beacon Light.	
6	Fog Lights.	
	Battery Operated Ride-on Litter picker .	

Mechanical, Manual Sweeping of Roads & Cleaning services in selected Wards of Nagar Nigam
Jhansi Uttar Pradesh

A	EQUIPMENT	
1	Capable of driving and operating while riding the equipment as well as walk along.	
2	Should have electric batteries with plug and charge arrangement.	
3	Should be capable of collecting debris including PET bottles and bulky material.	
4	Weight: Less than 500 Kgs.	
5	Container: Minimum 240 Lts.	
6	Opening Dia: At least 120 mm.	
7	Battery: 48 Volts Discharge to deliver performance time of at least 10-12 hours.	
8	`In-built water tank with automatic discharge.	
9	Efficient Filter ensuring dust free collection with ease to clean filters.	
B	INBUILT SAFETY FEATURES	
1	Horn	
2	Reversing Alarm	
3	Beacon Light.	
Petrol Operated Shoulder Mounted Air Blower		
1	Should have Shoulder strap, Adjustable Double harness and Hip belt for operators comfort.	
2	Engine displacement	Min 60-65 CC
3	Tank Capacity	1.5 Lts
4	Weight (without Fuel) not exceeding	11 Kgs
5	Air Velocity	Min 90 m/s
6	Sound Pressure Level	Max 105 dBA
B	INBUILT SAFETY FEATURES	
1	Blower Tube adjustable	
2	Adjustable Double Harness	
2	Anti- Vibration System	

Rag Picker Stick		
Rag Picker Stick with metallic construction for collection of bulk debris without bending down and with no hand contact with the litter. Long handle.		
Strong Construction and easy to handle. With Hand grip and Lever to pick up litter with ease.		
A	Fuel Operated Heavy Duty Brush cutter for shrubs & wild grass cutting and trimming	
1	Should be hand-held for easy handling	

Mechanical, Manual Sweeping of Roads & Cleaning services in selected Wards of Nagar Nigam
Jhansi Uttar Pradesh

2	Engine	2 Stroke (Petrol)
3	Minimum Engine displacement	40 cc
4	Engine high RPM (at least)	12000
5	Minimum length without attachment	1750 mm
6	Weight not exceeding	7.5 kg
7	Displacement not less than	40 cm ²
8	Minimum Power Output	2 Kw
9	Sound pressure not exceeding	105 dBA
10	Vibration not more than	3 m/s ²
11	Minimum Tank Capacity	650 ML
B	INBUILT SAFETY FEATURES	
1	Should have Anti-vibration handle	
2	Ergonomically designed handle	
3	Auto-cut system	
A	Mobile Van with Fuel Operated High Pressure Washer with accessories.	
1	Vehicle: Suitable to accommodate Water Tank, High Pressure Washing Equipment and accessories.	
2	Water Tank: 3000 Lts or more in compact shape occupying least space and to deliver free flowing water to the equipment for fast operation	
3	Diesel Operated High Pressure washer, Water Tank and Accessories.	
4	Provision of unloading High Pressure Washer from the van with ease to carry the machine to areas where Van cannot reach.	
5	High Pressure Washer should have large wheels enabling free movement in case it is to be used in areas where van cannot reach.	
6	Internationally reputed quick start High Pressure washer of at least 200 bar working / operating pressure to quickly remove all dirt in single pass with ease.	
7	Water flow not variable 500 - 900 Lts / Hr.	
8	Motor: Minimum 5 H.P.	
9	Engine should be of high quality: European Make / EU CE certified.	
10	Accessories: All accessories to fit in the High Pressure Washer with ease through quick couplers: 1) 30 Mts High Pressure Hose, Lance, Trigger Gun and Powerful 25 Degrees nozzle.	
11	2) Robust Surface cleaner in Stainless Steel construction on castor wheels with 2 rotary nozzles for splash-less cleaning in sensitive areas.	
12	3) Should have attachment of 360 degrees Rotary Nozzle for powerful cleaning impact on surfaces with heavy dirt and cement accumulation.	
13	4) High Pressure Pipe Cleaning Hose of at least 20 Mts to unchoke pipes where necessary. Nozzles to fit in the Pipe cleaning hose.	
14	5) Long lance telescopic in nature extendable up to 4 mts at least to reach street furniture at height and also pavements at distance.	

Mechanical, Manual Sweeping of Roads & Cleaning services in selected Wards of Nagar Nigam
Jhansi Uttar Pradesh

B	INBUILT SAFETY FEATURES	
	1	Auto Stop on release of trigger gun.
	2	Locking of the Trigger gun to avoid accidents
	3	Angled lance of at least 800 mm with protection
	4	Shoulder mounting for long lance.
Brooms		
1	Length of the broom	80-85 cm
2	Weight of the broom Binding material	1 kg
3	Binding Material	20-gauge MS sheet ring having width of 1.5-2 cm
4	Handle of the broom	Bamboo of 135 cm length, 3-4 cm dia
5	Weight of the bamboo handle (approximately)	900 gm

Annexure - 2

List of Wards of Jhansi under scope of work.

Jhansi Ward List		
Sr.No	Ward No	Name of the Ward
1	1	हंसारी गिर्द प्रथम
2	2	तालपुरा प्रथम
3	4	खुशीपुरा प्रथम
4	8	नई बस्ती प्रथम
5	9	हंसारी गिर्द द्वितीय
6	13	कोछाभार
7	14	खुशीपुरा द्वितीय
8	16	मसीहागंज
9	17	नन्दनपुरा द्वितीय
10	18	तालपुरा द्वितीय
11	22	बिजौली
12	23	लहरगिर्द प्रथम
13	27	डडियापुरा द्वितीय
14	31	लहरगिर्द द्वितीय
15	32	पिछोर
16	34	नई बस्ती द्वितीय
17	36	प्रेमगंज द्वितीय
18	38	अलीगोल द्वितीय
19	39	बाहर दतिया गेट प्रथम
20	40	आजादगंज
21	43	नानकगंज
22	44	सिविल लाइन उत्तरी
23	46	प्रेमगंज प्रथम
24	49	सिविल लाइन पश्चिमी
25	50	डडियापुरा प्रथम
26	51	सिविल लाइन दक्षिणी भाग द्वितीय
27	53	बाहर खण्डेराव गेट
28	55	सिविल लाइन दक्षिणी
29	57	सीपी मिशन कम्पाउण्ड

Annexure - 3

Roads dimensions for mechanized sweeping and other cleaning work.

Name of the ULB :			Jhansi	Type
MANUAL SWEEPING. (kms).		Length in (Kms)	298	A5
MECHANIZED SWEEPING : Single Roads (without Median) more than 7 Mts	(7 - 8 Mts Wide)	Length in (Kms)	22	A4
	(8-12 Mts Wide)	Length in (Kms)	4	A4
	(Wider than 12 Mts)	Length in (Kms)	3	A3
	TOTAL SINGLE ROAD		29	
	TOTAL SINGLE KMS WITH 2 SIDES		58	
MECHANIZED SWEEPING : Roads (with Median) without Service Lane & With Service Lane) more than 7 Mts	Without Service Lane	Length in (Kms)	35	A2
	With Service Lane	Length in (Kms)	0	A1
	TOTAL DOUBLE ROAD		35	
	TOTAL KMS WITH 4 SIDES		140	
TOTAL kms SINGLE + DOUBLE	TOTAL kms SINGLE + DOUBLE		64	
TOTAL (Kms)			198	

Note: These are the approximate estimates of area measurements for evaluation purpose, actual area may vary for ULB. Deployment of machines and manpower in designated areas would be done in consensus of the contractor and ULB seeing all practicalities and best output / performance.

Annexure – 4

Minimum asset requirement details (Tentative)

SI No	ULB NAME	Jhansi (Min Qty)
2	6m3 Truck Mounted Sweeper	1
3	6m3 Self Propelled Sweeping Machine	1
4	3m3 Self Propelled Sweeping Machine	1
6	Ride-on Battery Litter Picker	2
7	Mobile High Pressure Washing Van	2
8	Manpower	Contractor to Estimate
9	Fuel Operated Air Blower	4 Nos per sweeping machine
10	Rag Picker Stick	Contractor to Estimate
11	Hand-Held Brushcutter	Contractor to Estimate
12	Waste Transportation Vehicles & Material	Contractor to Estimate
13	Tools	Contractor to Estimate
14	Consumables	Contractor to Estimate