



**LUCKNOW SWACHHATA ABHIYAN PVT LTD. (LSA) /
CHENNAI MSW PVT LTD. (CMSPL)**

Tender Document

Tender Reference Number: CMSPL- LMC- C&T-4/002/24-25
For

**“DESIGN, DETAIL ENGINEERING, CONSTRUCTION, ERECTION & COMMISSIONING OF
MATERIAL RECOVERY FACILITY (MRF) (INCLUDING CIVIL, MECHANICAL &
ELECTRICAL WORKS) AT VARIOUS LOCATIONS IN LUCKNOW CITY, U.P.”**

April'2024
CMSPL/LSA



CHENNAI MSW PVT LTD. (CMSPL)
Tender Document
Tender Reference Number: CMSPL- LMC- C&T-4/002/24-25

LMC has selected CMSPL as a successful bidder for the execution of MSW project of Lucknow city. Subsequently, as per the project requirement an SPV was formed by CMSPL in the name and style of Lucknow Swachhata Abhiyan Pvt Ltd (LSA). On behalf of LMC, CMSPL/LSA will execute the mentioned works duly following e-tender. CMSPL/LSA either through itself or through their selected contractor will execute the works. LMC or their representatives will inspect, certify, and release the relevant payments to CMSPL/LSA as per the progress made.

NOTICE INVITING TENDER

1. CMSPL/LSA invites E-Tenders from experienced and eligible contractors for Design, Detail Engineering, Construction, Erection, Commissioning and of 5 No. **Material Recovery Facilities (MRF's)** (including Civil, Mechanical & Electrical Works on lump sum basis) in Lucknow Municipal Corporation across 5 zones in Lucknow as per schedule given below:

Tendering Document No.	CMSPL- LMC- C&T-4/002/24-25
Name of the Work	Design, Engineering, Construction, Erection, commissioning and of 5 No.s Material Recovery Facilities (MRF's) across 5 Zones at Lucknow.
Brief Scope of Work	Construction of MRF's- Design, Detail Engineering, Supply, Construction, Erection, Commissioning of Material Recovery Facilities (MRF's) (including Civil, Mechanical & Electrical Works on lump sum basis) in 5 Zones in Lucknow. Zone-1,4,7 and 3 & 6.
Period of Completion	150 days from signing of agreement.
Website/portal address	resustainability.com/tenders
Type of contract	Lump sum contract
Information & Details	
(i) Date of publishing of Tender in Portal & Newspapers.	19 April 2024 at 09:00 Hrs
(ii) Document download starting date from Portal.	19 April 2024 at 09:00 Hrs
(iii) Document download ending date from Portal.	20 April 2024 at 12:00 Hrs
(iv) Technical Bid submission start date from Portal.	23 April 2024 at 09:00 Hrs
(v) Technical Bid submission end date from Portal.	24 April 2024 at 18:00 Hrs
(vi) Technical Bid Evaluation	25 April 2024 at 18:00 Hrs
(vii) Technical Bid Evaluation Information to LMC	26 April 2024 at 10:00 Hrs
(viii) RFQ floating (Financial Bid) for selected vendors through Procure Engine website	26 April 2024 at 17:00 Hrs
(ix) Financial Bid End Date	27 April 2024 at 17:00 Hrs
(x) Date of opening of financial bid.	28 April 2024 at 14:00 Hrs
Eligibility Criteria	As mentioned in this document
Tender issuing and Accepting	CMSPL/LSA

Officer	
Executing Agency	CMSPL/LSA
Earnest Money Deposit (EMD)	₹ 5,00,000 / (Five Lakhs only) in form of DD/FDR/NEFT payable at Hyderabad.
Non- refundable cost of Tender document	₹ 5000/- (Rupees Five Thousand only)
Last date & time of submission of tender	Up to 18:00 hours of Date 24.04.2024
Period during which hard copy in original of EMD, Cost of Tender Document, Letter of Acceptance of tender conditions (unconditional) and other document as per NIT shall be submitted	Up to 18:00 hours of Date 24.04.2024
Validity of Offer	120 days from the bid due date.
Estimated project cost	₹ 2.5 Cr (Approx.) excluding GST
Last date for submission of Pre bid queries and mail address	22.04.2024 ; to be shared on email id: info@resustainability.com
Pre bid meeting (Virtual)	LSA - MRF Prebid Replies 22 April 2024 15:00 – 16:00 Time zone: Asia/Kolkata Google Meet joining info Video call link; Will be circulated to bidders.
Account Details for EMD	Account Holder; LUCKNOW SWACHHATA ABHIYAN PRIVATE LIMITED. Name of Bank; SBI , CCG Branch , Banjara Hills, Hyderabad-500034, Telangana, India. A/C No;42745136125 IFSC Code;SBIN0013039 MICR Code;500002147
Contact person on behalf of CMSPL/LSA at Lucknow for site visits	Murali Krishna, 8142842293

The intending tenderer must read the terms and conditions of the contract carefully. The tenderer should only submit his tender if he considers himself eligible and is in possession of all the documents required.

Information and Instruction for tenderers posted on website, along with corrigendum shall form part of Tender Document.

2. QUALIFYING REQUIREMENT FOR BIDDER:

a) TECHNICAL QUALIFICATION:

For demonstrating the technical capacity and experience (the “technical qualification”), the bidder has to comply the following conditions.

The bidder should have successfully completed *Similar works during the last Three (3) years as mentioned below:

1. Two similar works of capacity 10 TPD.

OR

2. One similar work of capacity 15 TPD.

Note:

*Similar works means: Design, Detail Engineering, Construction, Erection, commissioning and O&M of Material Recovery Facilities (MRF's) (including Civil, Mechanical & Electrical Works) in any of Urban Local Bodies (ULB's) across India. The bidder shall comply the following type of specialized works like:

Construction/ Modernization/Operation & Maintenance of minimum 2 no's Material Recovery Facilities (MRF's) in the last 3 (three) years.

Pre-qualification of the bidders pertaining to similar works will be ascertained based on the technical knowhow and to the discretion of the CMSPL/LSA.

The Bidders under suspension, debarred, blacklisted by any of GoI, GoUP, PSU's, ULBs, Municipal Corporations whose contracts stand terminated as on bid due date are ineligible to participate in this tender.

1. FINANCIAL QUALIFICATION:

For demonstrating the financial qualification, the Applicant/Bidder would be required to satisfy the following Financial Capability.

- i. Turnover for the last completed financial year (FY 2023-24) should be at least equal to Rs 2 Crores (Rupees Two Crores only) and a minimum of 1 Crore in any of the last 3 Financial Years.
- ii. Net worth as at the end of the most recent financial year that is FY 2022-23 or Bank Solvency Certificate of Rs 50 Lakhs which should have been issued by any Commercial or Scheduled Bank within six months from the date of bid submission.
- iii. Bidder should not have incurred loss in more than 2 years during the last 3 years ending 31.03.2023.

2. CRITERIA FOR EVALUATION

- a. Proposals are invited to finalize the successful bidder based on the Quality, Cost base Assessment.

- b. The “Preferred Bidder/Applicant” shall be the applicant/bidder obtaining the minimum 70% marks in the Technical Evaluation Procedure and Cost Basis assessment.
- c. Technical Evaluation Proposal will be evaluated on the basis of Applicant’s experience, its understanding of scope of work as set out in the tender document, proposed approach & methodology, project schedule and resource deployment. Only those Applicants/Bidder who obtains a score of [70 (seventy marks)] or more out of 100 (one hundred) in the criteria for technical evaluation shall qualify for further consideration of financial / price bid opening.
- d. The evaluation of the technical bid / proposal submissions will be carried out in the following four stages.
 - i. Stage # 1 : The first stage would involve a Test of Responsiveness. Those Bids found to be substantially responsive will be evaluated in the second stage.
 - ii. Stage # 2 : In the second stage, the information of the Bidder/Applicants relating to their eligible technical experience and financial capability would be evaluated as per below evaluation methodology and obtaining the required technical score as per evaluation methodology. Only those Bidder/Applicants who qualify in the second stage would be considered for evaluation in the third stage i.e. financial / price bid opening.
 - iii. Stage # 3 : In the third stage, the Online Financial / Price Bids of technically qualified bidder will be opened and given marks as per the cost basis assessment.
 - iv. Stage # 4 : In the fourth stage, all the technically qualified bidders with their financial opening score will be evaluated and given marks to identify the successful bidder who scores the highest marks out of 100 marks as per the Quality Cum - Cost Base Assessment.

3. TECHNICAL EVALUATION METHODOLOGY:

The evaluation of the proposal shall be undertaken as per the following parameters:

SL NO.	BID EVALUATION PARAMETERS	MAX MARKS
	A. Technical Qualification:	
	The bidder should have successfully completed *similar works during the last Three (3) years as mentioned below:	40 Marks
1	a. Two similar works of capacity 10 TPD OR b. One similar work of capacity 15 TPD	40 30
2	Construction/ Modernization, Operation & Maintenance of Material Recovery Facilities 2 No.s MRF's of 10 TPD in the last three years.	20
	B. Approach & Methodology	20 Marks
3	a. Approach & Methodology for undertaking the construction activities b. Equipment Procurement Planning and Strategy with detail construction schedule. c. Resource Utilization Statement i.e. Construction Equipment deployment plan and Manpower deployment plan. d. Overall Layout Plan, and DLP plan e. Environment, Health & Safety Policy & Strategy	4 4 4 4 4
	C. Financial Qualification	40 Marks
4	Turn Over for the last completed financial year (FY 2023-24) a. 1.0 Crores b. More than 1.0 Crores and Upto 2.0 Crores c. More than 2.0 Crores	10 15 20
5	Net worth of Company in the preceding financial year or bank solvency value issued by the banker. a. 50 Lakhs b. More than 50 Lakhs and upto 1.0 Crores c. More than 1.0 Crores and above	10 15 20
TOTAL		100

Note :

- i. The bidder who achieves overall score of 70 marks (threshold score) would be deemed to meet the required technical experience criteria for qualification and shall be considered for opening the Financial bid and for Financial evaluation.
- ii. The bidders who scored less than 70 marks in the Quality Cum Technical Assessment shall be rejected and their financial proposal shall not be opened thereof.
- iii. The bidders must provide the necessary information relating to the Technical Capacity and Financial Capacity.

4. SELECTION OF THE BIDDER i.e AWARD CRITERIA / SELECTION BASED ON QUALITY- CUM- COST BASIS SELECTION (QCBS).

The project will be awarded to the bidder who has obtained the highest combined score of Technical (70 %) and Financial (30 %) as per the following Methodology and Formulas.

a. Technical Score Formula : $T_f=70 \times T_m/T$

Whereas:

- T_f is the Total Technical Score of a bidder.
- T_m is the Technical Score obtained by the bidder as above Table of Technical Evaluation Methodology.
- T is the Total Highest Score among all the bidders in Technical Evaluation Methodology.

b. Financial Score Formula: $S_f=30 \times F_m/F$

Whereas:

- S_f is the Total Financial Score of a bidder.
- F_m is the lowest quote amongst all the technical qualified bidders and
- F is the quote by the respective bidder.

c. Combined and Final evaluation: The scores of the bidders on the Technical evaluation methodology and the financial evaluation / assessment criteria will be added. The bidder who has obtained the highest combined score will be the Preferred Bidder (Selected Bidder)

d. Illustration for Award Criteria / Assessment:

The following is the example of computation of Technical and Financial Score for Award Criteria i.e. Technical / Quality Assessment + Cost Basis Assessment.

i. Technical Scores obtain by bidder as per Technical / quality evaluation.

BIDDER	SCORE AS PER TECHNICAL VALUATION	WEIGHTAGE AVERAGE TECHNICAL SCORE OBTAINED
Bidder # 1	70	54
Bidder # 2	80	62
Bidder # 3	90	70

Example : $T_f=70 \times T_m/T$

Bidder # 1 = $70 \times 70/90 = 54$ Score

Bidder # 2 = $70 \times 80/90 = 62$ Score

Bidder # 3 = $70 \times 90/90 = 70$ Score

i. Financial Quote / Score obtain by bidder as per evaluation.

BIDDER	QUOTE MADE BIDDER	RATING	WEIGHTAGE AVERAGE FINANCIAL SCORE OBTAINED
Bidder # 1	90	L1	30
Bidder # 2	100	L2	27
Bidder # 3	110	L3	25

For Example: $Sf=30 \times Fm/F$

Bidder # 1 = $30 \times 90/90 = 30$ Score

Bidder # 2 = $30 \times 100/90 = 27$ Score

Bidder # 3 = $30 \times 110/90 = 25$ Score

- ii. Combined Technical and Financial Score for selecting the bidder as per the Technical Assessment and Quote Basis Assessment:

BIDDER	MARKS OBAINTED UNDER TEHCNICAL	MARKS OBTAINED UNDER FINANCIAL	COMBINED SCORE
Bidder # 1	54	30	84
Bidder # 2	62	27	89
Bidder # 3	70	25	95

As per the above Combined Score, the bidder # 3 has obtained the highest combined score will be the Preferred Bidder (Selected Bidder) for award of project and signing the agreement with the employer i.e CMSPL/LSA.

To facilitate evaluation of Bids, CMSPL/LSA may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

CMSPL/LSA reserves the right not to proceed with the Bidding Process/annul the Bidding process at any time without notice or liability and to reject any Bid without assigning any reasons.

No Joint venture or Consortium of firms shall be allowed to submit the bid and the bidders should meet the above criteria by himself/ themselves.

- 2.1 Net worth as on 31.03.2023 should not be less than 100.0 Lacs or a Bank Solvency certificate to be submitted for the same value, which should have been issued by the Bank within six months from the date of publication of this NIT.
- 2.2 Bidder should not have incurred loss in more than 2 years during the last 3 years ending 31.03.2023. Bidder should submit copies of GST Registration, EPF Registration Certificate & PAN Card.
- 2.3 Information regarding the constitution of the applicant/firm e.g. Proprietary, Partnership, Private Ltd. etc. along with the proofs such as copies of registration/ partnership deed etc. to be submitted by the bidder.
- 2.4 The copy of above documents shall be submitted by the bidder/tenderer along with hard copies of other required documents.
- 2.5 Tender Document shall be submitted/uploaded with the mandatory documents such as
 - a) Demand Draft / Pay order or Banker's Cheque towards cost of tender document, in case of downloaded from website.
 - b) proof of deposit towards e-Tender Processing Fee.
 - c) Demand Draft/Pay Order or Banker's Cheque of any Nationalized or all Commercial
 - d) Scheduled Bank against EMD & all other documents as per NIT.

Technical Specifications

1) SEGREGATION PLATFORM ALONG WITH HOPPER CONVEYOR BELT

1. PLASTIC SEGREGATION CONVEYOR		
FEEDING CONVEYOR(1500mmX12000mm)		
S.No	Description	Specifications
1	Conveyor Orientation	Inclined
2	Angle of Inclination	15 degrees
3	Material to be Conveyed	Plastic and other Light Density Wastes
4	Conveyor Type	Feeding Conveyor
5	Conveyor Length	39 ft / 12 m/Suitable to site
6	Drive Unit	Geared Motor (Helical Type)
7	Gear Motor Make	Transtech/PBL/Elecon
8	Motor Power	3.7 kW / 5 hp
9	Conveyor Belt Width	1500mm, 3 ply, 10mm
10	Conveyor Belt Make	Continental/Hindustan/Escon/Indus
11	No of Idler Rollers	3 Nos
12	Idler Spacing	1 Nos/meter
13	Total No of Idler Assemblies	11 Nos
14	Total No of Rollers	33 Nos
15	Return Roller Dimension	1600mm
16	No of Return Rollers	6 Nos
17	Take Up Required	Screw Takeup
18	Conveyor Speed with controller	0.5 to 1 m/s
19	Conveyor Discharge Height from FGL	10 ft / 3.04 m
20	Conveyor Feeding Height	2 ft / 0.6 m
21	Conveyor Ground Length	12m/ as per site condition to match the height
22	MOC	IS2062/MS/EN8
23	Conveyor Structure MOC	125 X 65 ISMC and 75 X 6 ISA
24	Paint	One coat of Epoxy Primer and two coats of Epoxy finish paint.
SORTING CONVEYOR (1500mmx15000mm)		
S.No	Description	Specifications
1	Conveyor Orientation	Horizontal
2	Material to be Conveyed	Plastic and other Light Density Wastes
3	Conveyor Type	Sorting Conveyor
4	Conveyor Length	15 meter/Suitable to site dimensions
5	Drive Unit	Geared Motor (Helical Type) with VFD drive)
6	Geared Motor make	Transtech/PBL/Elecon
7	Motor Power	3.7 kW / 5 hp
8	Conveyor Belt Width	1500mm, 3 ply, 10mm

9	Conveyor Belt Make	Continental/Hindustan/Escon/Indus
10	No of Idler Rollers	3 Nos
11	Idler Spacing	1 Nos/meter
12	Total No of Idler Assemblies	13 Nos
13	Total No of Rollers	39 nos
14	Return Roller Dimension	1600mm
15	No of Return Rollers	8 Nos
16	Take Up Required	Screw Take up
17	Conveyor Speed with controller	0.5 to 1 m/s
18	Conveyor Feeding Height from FGL	10 ft / 3.04 m
19	MOC	IS2062/MS/EN8
20	Conveyor Structure MOC	125 X 65 ISMC and 75 X 6 ISA
21	Paint	One coat of Epoxy Primer and two coats of Epoxy finish paint.
PLATFORM WITH STAIRCASE		
	Platform (Lx W xH)	15x3.5x2.5 mtrs
	Railing (LxH) Pipe-40NB	18mx1.5
	MOC	IS 2062
	Paint	One coat of Epoxy Primer and two coats of Epoxy finish paint.

2 DOUBLE BOX BALER

SEMI AUTOMATIC BAILER MACHINE(DOUBLE BOX)		
S.NO	DESCRIPTION	
1	Pressing Capacity(TON)	50 with 195 bar/2828 psi
2	Bale Size	710x610x1780
3	Weight of Bale(KG)	100-160
4	Body	Fabricated
5	Bailing Chamber size	24"x28"x70"
6	Ejection of Bale	Hydraulic rope
7	No.Of Cylinder	1
8	Operation	Auto/manual
9	Electric Motor (HP)	10 HP,1440rpm
10	Oil Drive	Dual Vane Pump
11	Oil Tank (Cap-Litr))	400
12	Working Fluid	Servo 68
13	Max Working Pressure	195
14	Production rate	2 to 3
15	Machine Weight (KG)	3700
16	Machine Dimension LxWxH(mm)	2000x800x3700
17	HYDRAULIC CYLINDER	Make:YUKEN
18	Cylinder Tube	ST52 Honed Finish
19	Piston Rod	EN8ROD CHROME PLATED
20	Oil Seal	Hallite
	HYDRAULIC POWER PACK	
21	Electric Motor	HAVELLS/CROMPTON
22	Hydraulic Pumps	YUKEN/DOWTY/POLYHYDRON
23	Direction Control Valve	YUKEN/ Dension
24	Manifold Block	YUKEN/POLYHYDRON
25	Pressure Control Module	Polyhydron
26	Pressure Guage	YUKEN/POLYHYDRON
27	NRV	Polyhydron
28	Suction &Strainer	Hydro line
29	Hose Pipe	Gates

3. PLASTIC GRINDER

PLASTIC WASTE GRINDING MACHINE 1000KG		
SNO	DESCRIPTION	
1	Material	Plastic
2	Capacity(TON)/Hr	1.00
3	Rotor dia	700mm-800mm
4	Width	40 inch
5	Cutting Angle	35 deg
6	Blade pitch	50mm

7	Blade thickness	22mm
8	Material outlet screen	25mm
9	Screen width	12mm
10	Electric Motor (HP)	50 HP,1440rpm
11	Motor Make	Crompton/Siemens/BBL/Equivalent as approved by Engineer-In-Charge
12	Rotary blade	20nos
13	Material Inlet & outlet Hopper	MS
14	Conveyor Belt size	16 x3 ft
15	Electrical Panel with cable upto 20mtrs	To be included

4) WEIGHING SCALE

Digital Weighing Scale of capacity with 1000 Kg with a reputed make of Indian Standard.

Set of Contract/Tender Documents:

The following documents will constitute set of tender documents:

- i. Notice Inviting Tender.
- ii. Special Instructions to Bidder
- iii. Instruction to Tenderers & General Conditions of Contract (Vol-I/2015)
- iv. List of Approved Banks
- v. Quoting Sheet for Tenderer
- vi. Bill of Quantities (Annexure – I)
- vii. Tender Drawings (Annexure – II)
- viii. Acceptance of Tender Conditions (Annexure-III)
- ix. Civil, Electrical & Mechanical Technical Specifications (Annexure-IV)
 - a. The tenderers are required to quote strictly as per terms and conditions, specifications, standards given in the tender documents and not to stipulate any deviations.
 - b. When it is desired by CMSPL/LSA to submit revised financial tender then it shall be mandatory to submit revised financial tender. If not submitted, then the tender submitted earlier shall become invalid.
 - c. Bidder to submit hard copies of all the documents including valid GST registration, EPF registration, PAN Card etc. or any other licenses/registrations as desired by CMSPL/LSA.
- d. If the contractor is found ineligible after opening of tenders, his tender shall become invalid and cost of tender document shall not be refunded.
 - e. Notwithstanding anything stated above, CMSPL/LSA reserves the right to assess the capabilities and capacity of the tenderer to perform the contract, in the overall interest of project. In case, tenderer's capability and capacities are not found satisfactory, CMSPL/LSA reserves the right to reject the tender at its discretion without assigning any reason.

Certificate of Financial Turn over: At the time of submission of tender, the tenderer shall submit Affidavit/ Certificate from Chartered Accountant mentioning Financial Turnover of last 3 years or for the period as specified in the tender document and any further details if required may be asked from the tenderer after opening of technical tender

List of Documents to be within the period of tender submission:

- i. Demand Draft/Pay Order or Banker's Cheque of any Nationalized or Commercial Scheduled Bank towards EMD.
- ii. Demand Draft/Pay Order or Banker's Cheque of any Scheduled Bank towards cost of Tender Document.

- iii. Letter of Acceptance of tender condition (unconditional) as per format enclosed in Annexure-II. Certificate of Financial Turnover duly certified by CA as indicated above.
- iv. Form XXVI (Appendix–O) of GCC – Affidavit.
- v. Power of Attorney of the person for signing/submitting the tender.
- vi. Valid GST registration, EPF registration, PAN No, etc.
- vii. All pages of tender document along with the Corrigendum (if any) duly signed by the authorized person.
- viii. If the tenderer offers any condition or conditional rebate, their tender shall summarily be rejected.

MEMORANDUM



Sl. No	Description	Values/Description to be applicable for relevant clause(s)
1.	Name of work	Design, Engineering, Supply, Construction, Erection, commissioning and O&M of 5 No.s Material Recovery Facilities (MRF's) across 5 Zones at Lucknow.
2.	Owner	Lucknow Municipal Corporation ("LMC")
	Concessionaire	Chennai MSW Private Limited ("CMSPL")/ LSA.
3.	Type of Tender	LUMPSUM Contract
4.	Earnest Money Deposit	₹ 5,00,000 (Rupees-Five Lakh) in the form of DD/ FDR/CDR
5.	Mobilization Advance (interest free)	Not Applicable
6.	Validity of Tender	120 Days from the bid due date.
7.	Performance Guarantee	5.00% (Five Percent only) of contract value in the form of bank guarantee to be submitted within 30 days from the issue of Letter of intimation or on the date of signing of the agreement, whichever is earlier.
8.	Security Deposit/Retention Money	2.5 % (Two and half Percent only) of the gross value of each running bill subjected to maximum of 2.5% of contract value.
09.	Time allowed for starting the work	The start date of contract shall be reckoned within 14 days from the date of issue of letter of intimation.
10	Escalation	Rates and amount Quoted by contractor shall be firm and fixed for entire contract period as well as extended period until completion of the works. No escalation shall be applicable on this contract.
11	Training	Necessary training shall be imparted to at least 2 Nos. staff placed in the MRF. Necessary hand-holding for training/ up-gradation shall be provided by the contractor. Training regarding operation and maintenance of Material Recovery Facilities (MRF's) is desirable.

3. PROJECT DESCRIPTION:

3.1 Funding Details of Project:

Funds have been made available to CMSPL/LSA by LMC for Design, Detail Engineering, Supply, Construction, Erection and commissioning of Material Recovery Facilities (MRF's) in Lucknow Municipal Corporation, Lucknow.

3.2 Scope:

It is proposed to Develop Design, Detail Engineering, Supply, Construction, Erection and commissioning of Material Recovery Facilities (MRF's) (including Civil, Mechanical & Electrical Works) of 5 No.s MRF's across 5 Zones at Lucknow Municipal Corporation.

Sr. no.	Item	Quantity
1	Design, Detail Engineering, Supply, Construction, Erection and commissioning of Material Recovery Facilities (MRF's) (including Civil, Mechanical & Electrical Works) in Lucknow Municipal Corporation, Lucknow	5 No.s MRF's across 5 Zones at Lucknow Municipal Corporation

3.3 Site and Its Connectivity:

The sites are located within the Municipal corporation limits and having situated at various locations. Since there are multiple sites in and around Lucknow, bidder has to visit all such sites, understand the layouts and BOQ shall be prepared for estimates and quantify the job accordingly, before submitting the bid.

LMC has selected CMSPL as a successful bidder for the execution of MSW project at Lucknow city. Subsequently, as per the project requirement an SPV was formed by CMSPL in the name and style of Lucknow Swachhata Abhiyan Pvt Ltd (LSA). On behalf of LMC, CMSPL/LSA will execute the mentioned works through e-tender mechanism. CMSPL/LSA either itself or through their selected contractor will execute the works. LMC will inspect, certify and release the relevant payments to CMSPL/LSA as per the works done.

GENERAL CONDITIONS OF THE CONTRACT

1.0 GENERAL

The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of CMSPL/LSA and the contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

1.1 In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them.

1.2 “CMSPL”/ “LSA” proposes to get the works executed as mentioned in the tender document.

1.3 The conceptual drawings will be provided by CMSPL/LSA and works to be executed by the Successful bidder as per the Design, drawings and BOQs approved as “GOOD FOR CONSTRUCTION ” by CMSPL/LSA.

1.4 OTHER DEFINITIONS:

- a) “ENGINEER-IN-CHARGE” means Authorized person as designated by CMSPL/LSA to act as Engineer-in-charge of the work.
- b) “WORKS OR WORK” the expression works or work shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract to be executed whether temporary or permanent, and whether original, modified, altered, substituted or additional.
- c) “CONTRACTOR” The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personnel, representative of such individual or the persons comprising such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- d) “DRAWINGS” mean the drawings referred to in the contract document/Bill of Quantities, specifications and any modifications of such drawings or such other drawings as may from time to time be furnished or approved by CMSPL/LSA.
- e) “SITE” means the lands and other places on, under, in or through which the works are to be executed or carried out and any other lands or places provided by LMC/CMSPL/LSA or used for the purpose of the works/contract.
- f) “APPROVAL” means approved in writing including subsequent written confirmation of previous verbal approval.
- g) “WRITING” means any manuscript typed written or printed statement under or over signature and/or seal as the case may be.
- h) “MONTH” means English Calendar month, ‘Day’ means a Calendar day of 24 hours each.
- i) “CONTRACT VALUE” means the sum for which the tender is accepted as per the letter of intent.
- j) “LANGUAGE” means all documents and correspondence in respect of this

tender/contract shall be in English.

- k) “OWNER/CLIENT” means LMC, acting through it’s Authorised Representative any other officer so nominated by him and shall include their legal successors and permitted assignees. For all financial matters the decision of LSA will be final and binding.
- l) “TENDER” means the Contractor’s priced offer to CMSPL/LSA for the execution and completion of the work and the remedying of any defects therein, in accordance with the provisions of the Contract, as accepted by the Letter of Intent or Letter of Award. The word TENDER is synonymous with Bid and the word TENDER DOCUMENTS with “Bidding Documents” or “offer documents”.
- m) The headings in the clauses/conditions of tender documents are for convenience only and shall not be used for interpretation of the clause/ condition.
- n) Words imparting the singular meaning only also include the plurals and Vice-versa where the context requires. Words importing persons or parties shall include firms, Boards and organizations having legal capacities.

2.0 SITE VISIT AND COLLECTING LOCAL INFORMATION:

Before submission of tender, the bidders are advised to visit the site (s), its surroundings to assess and satisfy themselves about the local conditions such as the working and other constraints at site, approach roads to the site, availability of water & power supply, application of taxes, duties, cesses and levies as applicable, nature of ground, soil and sub-soil condition, underground water table level, accommodations they may require etc., & any other relevant information required by them to execute complete scope of work. The bidders may obtain all necessary information as to risks, weather conditions, contingencies & the circumstances (insurgencies etc.) which may influence or affect their tender prices. Bidder shall be deemed to have considered site conditions whether he has inspected it or not and to have satisfied himself in all respect before quoting his rates and no claim or extra charges whatsoever in this regard shall be entertained/payable by CMSPL/LSA at a later date.

- 2.1 The tenders (also called bids), not submitted in prescribed format or in the prescribed manner, shall be rejected by the CMSPL/LSA at the risk and responsibility of the bidder.
- 2.2 All the information as called for in the tender document should be submitted truly, clearly, legibly, transparently, unambiguously and without the use of abbreviations. It shall be submitted in English.
- 2.3 All the crucial figures, like rates and amount should be written in figures followed by words in a bracket.
- 2.4 There shall be no over-writing in the tender document and other papers submitted. The same person, who signs the tender document, should initial all the additions, alterations, deletions and cuttings with stamp (or seal) failing to do so, the tender may be rejected.
- 2.5 All the rates and amounts shall be quoted in Indian Rupees (INR) and shall be presumed to be in Indian Rupees unless specifically permitted to be quoted otherwise in this tender document.
- 2.6 Each page of this tender document should be signed by the bidder with seal in token of having read, understood and accepted the terms and conditions of this contract.
- 2.7 Each bidder is required to deposit an earnest money (EMD) of ₹ 5,00,000/ (Rupees: Five Lakhs only) in form of Bank Draft/NEFT/FDR drawn from a nationalized Bank in favor of Lucknow Swachhata Abhiyan Pvt Ltd **LSA, payable at Hyderabad**. The earnest money for the unsuccessful bidder shall be returned on finalization of the tender without any interest.
- 2.8 The bidder should submit the tender covering following details:
 - i. EMD
 - ii. technical bid,
 - iii. commercial bid

Respectively, giving full details with supporting documents as required for technical bid. Tenders giving insufficient particulars are liable to be rejected.

- 2.9 The Technical bid should contain the technical details about the bidder, such as document showing office address, contact person, telephone / fax numbers, service network available inside India, Construction team and equipment details, Operations Team, Maintenance support etc., terms and conditions of supply, warranty and payment mode, etc. and the specification of the items offered with forwarding documents.
- 2.10 The bidder should submit the Commercial Bid through online portal by stating unit value and its total value offered. This will be opened in the presence of agency's representative (one per agency) for only those agencies who have been found technically qualified/acceptable. The price shall

include all taxes (except GST), cost of supply, installation, commissioning at the site.

- 2.11 The prices quoted should be firm and inclusive of all Taxes and duties. However, GST is exclusive to the contract price, which shall be paid in additional at the prevailing GST rate.
- 2.12 CMSPL/LSA reserves the right to reject any or all of the tenders without assigning any reasons.
- 2.13 The rates, finalized through this tender, will be operative for the entire period of contract.
- 2.14 The submission of more than one tender by the same agency under different name is prohibited. Such tenders shall be rejected and no representation or correspondence shall be entertained with the vendor.
- 2.15 Performance security: The successful bidder shall have to enter into an agreement with the tender calling authority/CMSPL/LSA for successful completion of construction, supply & installation of the tendered items after proper inspection within stipulated period and also for performance warrantee of the items from the date of construction, supply/ installation up to a period of 1 (one) year. In this regard, the bidder has to furnish the security deposit at the rate of 5% of the total amount of the Work excluding all taxes in the form of NSC/Post Office Savings Bank A/c /FDR/ Bank Guarantee from any nationalized bank duly pledged in favor of CMSPL/Tender Calling Authority/LSA.

3.0 SCOPE:

Design, Detail Engineering, Supply, Construction, Erection and commissioning of Material Recovery Facilities (MRF's) (including Civil, Mechanical & Electrical Works) in Lucknow Municipal Corporation.

Sr. no.	Item	Quantity
1	Design, Detail Engineering, Supply, Construction, Erection and commissioning of Material Recovery Facilities (MRF's) (including Civil, Mechanical & Electrical Works) in Lucknow Municipal Corporation, Lucknow	As per drawings/ BOQ

Carrying out additional survey if required/as recommended by CMSPL/LSA as confirmatory soil testing to ascertain safe bearing capacity of soil for foundation of the building.

4.0 VALIDITY OF TENDER:

The tender for the works shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid due date. The earnest money will be forfeited without any prejudice to any right or remedy, in case the bidder withdraws his tender during the validity period or in case he changes his offer to his benefit which is not acceptable to CMSPL/LSA. The validity period may be extended at the discretion of CMSPL/LSA.

5.0 ACCEPTANCE OF TENDER:

CMSPL/LSA reserves to itself the authority to reject any or all the tenders received without assigning any reason. The acceptance of a tender shall be effective from the date on which the letter of intent of acceptance of the tender is put in the communication by CMSPL/LSA.

6.0 PAYMENTS:

Post award of the Contract, the Contractor shall prepare and submit payment milestones to CMSPL/LSA; based on the approval of CMSPL/LSA payments will be processed accordingly.

Contractor shall submit monthly Running Account (RA) bills for the work completed during the month as approved by CMSPL/LSA, before 10th of each month for the preceding month.

Payment at agreed unit rates will be made only for the actual quantity executed and certified by CMSPL/LSA.

CMSPL/LSA shall release 100% of bill value to Contractor, as per the progress of work within 15 days from the date of receipt of corresponding works related payments from LMC upon making necessary recovery of Mobilization Advance, retaining Security Deposit/Retention money, any statutory deductions including but not limited to Tax Deducted at Source (TDS) and any other deductions under this Agreement.

All bills shall be supported by proof of certification for acceptable quantities by CMSPL/LSA along with approved drawings and test certificates and quality reports.

7.0 PERFORMANCE SECURITY:

Within thirty (30) days from the issue of letter of intent/ letter of award or such extended time as may be granted by CMSPL/LSA in writing, the contractor shall submit to CMSPL/LSA a performance bank guarantee in the form appended, from any Nationalized Bank equivalent to 5 % (Five percent only) of the contract value for the due and proper execution of the Contract at the time of signing of contract. In case the contractor fails to submit the performance guarantee of the requisite amount within the stipulated period or extended period, letter of intent /letter of award will automatically stand withdrawn and EMD of the contractor shall be forfeited. No payment shall be released to the contractor until the performance guarantee is submitted. Performance guarantee shall be returned after completion of defect liability period, upon issuance of defect liability certificate to the contractor.

8.0 SECURITY DEPOSIT/ RETENTION MONEY:

The Security deposit or retention money shall be deducted from each running bill of the contractor @2.5% (Two and half percent only) of the gross value of the Running account bill subject to maximum of 2.5% of contract value. After completion of 50% of project work, the contractor can replace the amount of Security Deposit by submission of Bank Guarantee of equivalent amount from a Nationalized Bank in the prescribed format of CMSPL/LSA. The security deposit or retention money shall be refunded to the contractor in two parts i.e. 50% on issue of completion certificate by the CMSPL/LSA and balance 50% after issuance of defects liability certificate and after compilation of provision given in the clause 42 or on payment of the amount of the final bill whichever is later.

9.0 MOBILIZATION OF MEN, MATERIALS AND MACHINERY:

All expenses towards mobilization at site and de-mobilization including bringing in equipment,

work force, materials, dismantling the equipment, clearing the site etc. shall be deemed included in prices quoted and no separate payment on account of such expenses shall be entertained.

- 9.1 It shall be entirely the Contractor's responsibility to provide, operate and maintain all necessary construction equipment, scaffolding's & safety, gadget, lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all jobs as per the specifications and within the schedule time of completion of work. Further, contractor shall also be responsible for obtaining temporary electricity and water connection for all purposes. The contractor shall also make standby arrangement for water & electricity to ensure un-interrupted supply.
- 9.2 The procurement and supply in sequence and at the appropriate time of all materials and consumable shall be entirely the contractor's responsibilities and his rates for execution of work shall be inclusive of supply of all these items.
- 9.3 It is mandatory for the contractor to provide safety equipment and gadgets to its all workers, supervisory and Technical staff engaged in the execution of the work while performing works at site. The minimum requirement (but not limited to) shall be gum boots, safety helmets, Rubber hand gloves, face masks, safety nets, belts, goggles etc. as per work requirements. Sufficient nos. of these equipment and gadgets shall also be provided to LMC/CMSPL/LSA by the contractor at his own cost for use of LMC/CMSPL/LSA Officials and/ or workforce while working/supervision at site. No staff/ worker shall be allowed to enter the site without this equipment/gadgets.
- 9.4 The cost of the above equipment/ gadgets are deemed to be included in the rates quoted by the contractor for the items & works as per Bill of Quantities and contractor shall not be entitled for any extra cost in this regard. The above norm is to be strictly complied with at site. In case the contractor is found to be deficient in providing Safety Equipment/ Gadgets in the opinion of Engineer-in-charge, the Engineer-in-charge at his option can procure the same at the risk & cost of contractor and provide the same for the use of work site and shall make the recoveries from the bills of the contractor for the same. The decision of the Engineer-in-charge shall be final and binding on contractor in this regard.
- 9.5 All designs, drawings, BOQs, etc., except Bar Bending Schedule, Shop & Fabrication drawings, for all works shall be approved by CMSPL/LSA for all buildings services along with the tender documents. For development works, drawings will be supplied in phased manner as the works progress. However, it shall be the duty and responsibility of the contractor to bring to the notice of the CMSPL/LSA in writing as to any variation, discrepancy or any other changes required and to obtain revised drawings and designs and/or approval of the CMSPL/LSA in writing for the same.
- 9.6 One copy of contract documents including drawings furnished to the contractor shall be kept at the site and the same shall at all reasonable times be available for inspection of CMSPL/LSA officials.
- 9.7 All materials, construction plants, equipment etc. Once brought by the contractor within the project area, will not be allowed to be removed from the premises without the written permission of the CMSPL/LSA. Similarly, no enabling works built by the contractor for the main construction undertaken by him, shall be dismantled and removed without the written consent of the CMSPL/LSA.
- 9.8 Contractor shall have to prepare the Bar Bending Schedule, shop and fabrication drawings free of cost, if required for any of the items of work. Two copies of these drawings each including for revision will be submitted to CMSPL/LSA for approval. Before executing the item, shop

drawings should be approved by CMSPL/LSA.

10.0 INCOME TAX DEDUCTION:

Income tax deductions shall be made from all payments made to the contractor including advances against work done, as per the rules and regulations in force, in accordance with the Income Tax act prevailing from time to time.

11.0 TAXES AND DUTIES:

The contractor shall be responsible for the payment, wherever payable, at his own cost of all taxes such as GST, Royalty, or any other similar tax/cess in the state concerned, toll charges, labor cesses, levy of any other taxes or duties which may be specified by local / state/ central government from time to time on all material articles which may be used for this work.

11.1 The rates quoted by him in the tender for buildup area and in bill of quantities shall be inclusive of all taxes (except GST), duties etc. Applicable GST shall be paid in additional by CMSPL/LSA at the prevailing rate, upon receiving relevant documents from the Contractor. The imposition of any new and/or increase in the aforementioned taxes, duties/levies (including fresh imposition of any other Tax) during the currency of the contract shall be borne by the contractor. In the event of non- payment / default in payment of any of the above taxes, CMSPL/LSA reserves the right to with-hold the dues / payments of contractor and make payment to local/state/Central Government authorities or to laborers as may be applicable.

11.2 The rate quoted by the contractor shall be deemed to be inclusive of all taxes as given in para 11.1. Tax deductions at source shall be made as per laws prevalent in the State. GST shall be paid in additional by CMSPL/LSA upon receipt of the same from LMC.

11.3 The contractor shall pay the stamp duty and registration charges, if any, on the contract agreement levied by the Government or any other statutory body.

11.4 It will be incumbent upon the Contractor to obtain a registration certificate under GST and the Contractor shall furnish necessary evidence to this effect to CMSPL/LSA. Taxes on the transactions between the contractor and his sub- contractor / Vendors etc. shall not be reimbursed by CMSPL/LSA

12.0 ROYALTY ON MATERIALS:

The contractor shall deposit royalty and obtain necessary permit from the local authorities and quoted rates shall be inclusive of royalty (If any). Contractor should submit such royalty challans along with the submission of monthly RA Bills.

13.0 RATES TO BE FIRM:

Rate must be quoted lump sum on turnkey basis expressed in Indian Rupees per unit noted in the bill of quantities against all items attached for this purpose. The rates quoted by the tenderer shall be firm and fixed for the entire period of completion including extended period if any and until handing over of the work. No revision to rates shall be allowed on account of any increase in prices of materials, labour, POL and Overheads, taxes etc. or any other statutory increase during the entire contract period or extended contract period.

- 13.1 The contractor shall be deemed to have inspected the site, its surrounding and acquainted itself with the nature of the ground, accessibility of the site and full extent and nature of all operations necessary for the full and proper execution of the contract, space for storage of materials, construction plant, temporary works, restrictions on the plying of heavy vehicles in area, supply and use of labour, materials, plant, equipment and laws, rules and regulations, if any, imposed by the local authorities.
- 13.2 The rates and prices to be tendered and bill of quantities are for completed and finished items of works and complete in all respects. It will be deemed to include all constructional plant, labor, supervision, materials, transport, all temporary works, erection, maintenance, contractor's profit and establishment/overheads, shop drawing, fabrication drawing (if required), stacking yard, etc. all general risk, taxes, royalty, duties, cess and other levies, insurance liabilities and other statutory obligations set out or implied in the tender documents and contract.

14.0 ESCALATION:

No price escalation shall be provided to contractor.

15.0 INSURANCE UNDER WORKMEN COMPENSATION ACT:

Contractor is required to take insurance cover under the Workman Compensation Act, 1923 amended from time to time from an approved insurance company and pay premium charges thereof. Wherever required by LMC/CMSPL/LSA the contractor shall produce the policy or the policies of Insurance and the receipt of payment of the current premiums.

16.0 THIRD PARTY INSURANCE:

Contractor is required to take third party insurance cover for an amount of 5% (five percent) of contract value from an approved insurance company for insurance against any damage, injury or loss which may occur to any person or property including that of LMC, arising out of the execution of the works or temporary works. Wherever required by CMSPL/LSA the contractor shall produce the policy or the policies of Insurance and the receipts of payment made against current premiums.

In case of failure of the contractor to obtain contractors all risk policy, insurance under workman compensation act and third party insurance as described above within one month from the date of commencement of work, running account payments of the contractor shall be withheld till such time the aforesaid insurance covers are obtained and submitted by the contractor.

17.0 INDEMNITY AGAINST PATENT RIGHTS:

The contractor shall fully indemnify the LMC/CMSPL/LSA from and against all claims and proceedings for or on account of any infringement of any patent rights, design, trademark or name or other protected rights in respect of any construction plant, equipment, drawings, machine, work or material used for in connection with the works or temporary works.

18.0 LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR:

The contractor shall obtain a valid license under the contract labour (R & A) Act 1970 and the contract labour Act (R&A) Central Rules 1971 and amended from time to time, and continue to have a valid license until the completion of the work including defect liability period. The contractor shall also abide by the provision of the child labor (Prohibition and Regulation) Act, 1986 and amended from time to time. Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out the resultant for non-execution of the work before

the commencement of work.

No labour below the age of 18 years shall be employed for the work at the site.

19.0 LABOUR SAFETY PROVISION:

The contractor shall be fully responsible to observe the labour safety provisions.

20.0 OBSERVANCE OF LABOUR LAWS:

The contractor shall be fully responsible for observance of all labor laws applicable including local laws and other laws applicable in this matter and shall indemnify and keep indemnified LMC /CMSPL/LSA against effect or non-observance of any such laws. The contractor shall be liable to make payment to all its employees, workers and sub-contractors and make compliance with labor laws. If CMSPL/LSA is held liable as “Principal Employer” to pay contributions etc. under legislation of Govt. or Court decision in respect of the employees of the contractor, then the contractor would reimburse the amount of such payments, contribution etc. to CMSPL/LSA and/ or same shall be deducted from the payments, security deposit etc. of the contractor.

21.0 LAW GOVERNING THE CONTRACT:

The Indian Laws shall govern this contract for the time being in force and courts at Lucknow has the jurisdiction.

22.0 EMPLOYMENT OF PERSONNEL:

The contractor shall employ only Indian Nationals as his representatives, servants and workers after verifying their antecedents and loyalty. He shall ensure that no personnel of doubtful antecedents and any other nationality in any way is associated with the works.

22.1 The CMSPL/LSA shall have full power and without giving any reason to the contractor, immediately to get removed any representative, agent, servants and workers or employees on account of misconduct negligence or incompetence or whose continued employment may in his opinion be undesirable. The contractor shall not be allowed for any compensation on this account.

23.0 TECHNICAL STAFF FOR WORK:

The contractor shall employ at his cost adequate number of technical staff during the execution of this work depending upon the requirement of work. For this purpose, the numbers to be deployed, their qualification, experience as decided by CMSPL/LSA shall be final and binding on contractor. The contractor shall not be entitled for any extra payment in this regard. The technical staff should be available at site, whenever required by LMC/CMSPL/LSA to take such instructions.

24.0 LAND FOR LABOUR HUTS/ SITE OFFICE AND STORAGE ACCOMMODATION:

The contractor shall arrange the land for temporary office, storage accommodation, labour huts at his own cost and get the clearance of local authorities for setting up of labour camp

and it is deemed included in the rates quoted by the contractor for the works.

25.0 WATCHING AND LIGHTING:

The contractor at his own cost shall take all precautions to ensure safety of life and property by providing necessary barriers, lights, security guards etc. during the progress of work as directed by Engineer-in-Charge.

26.0 WORKMEN'S COMPENSATION ACT:

The contractor shall at all times indemnify LMC/CMSPL/LSA against all claims for compensation under the provision of workmen's compensation Act or any other law in force, for any workmen employed by the contractor or his sub-contractor in carrying out the contract and against all costs and expenses incurred by the LMC/CMSPL/LSA therewith.

27.0 MINIMUM WAGES ACT:

The contractor shall comply with all the provisions of the minimum wages Act, 1948, contract labour Act (R&A) 1970, and rules framed there under and other labor laws/local laws affecting contract labor that may be brought into force from time to time.

28.0 LABOUR RECORDS:

The contractor shall submit by 4th & 19th of every month to the Engineer-in-Charge of CMSPL/LSA a true statement, showing in respect of the second half of the preceding month and the first half of the current month, respectively, of the following data:-

- a) The number of the labour employed by him (category wise).
- b) Their working hours.
- c) The wages paid to them.
- d) The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused.
- e) The number of female workers who have been allowed Maternity Benefits and the amount paid to them.
- f) Any other information required by Engineer-in-Charge.

29.0 WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, AND ORDERS ETC.

The contractor shall execute the whole and every part of the work in the most substantial and workmen like manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work assigned by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings.

The contractor shall comply with the provisions of the contract and execute the works with care and diligence and maintain the works and provide all labor and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these is specified or is reasonably inferred from the contract. The

contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

30.0 DIRECTION FOR WORKS:

All works to be executed under the contract shall be executed under the direction and subject to approval in all respect of the Engineer-in-Charge of CMSPL/LSA who shall be entitled to direct at what point or points and in what manner works are to be commenced and executed.

31.0 TIME SCHEDULE & PROGRESS:

Time allowed for carrying out all the works shall be maximum of 150 days for MRF's, which shall be reckoned from the date of handing over of the site. Time shall be the essence of the contract and contractor shall ensure the completion of the entire work within the stipulated time of completion.

31.1 The contractor shall also furnish within 10 days of date of letter of Intent, a CPM / PERT chart/ Bar Chart for completion of work within stipulated time. This will be duly approved from CMSPL/LSA. This approved CPM/ PERT Chart shall form a part of the agreement. Achievement of total completion has to be within the time period allowed.

31.2 Contractor shall submit fortnightly/ Monthly (as directed by Engineer-in-Charge) progress reports on a format approved by Engineer-in- Charge highlighting status of various activities and physical completion of work.

31.3 The contractor shall submit completion report with as built drawings and maintenance schedule to the office of Engineer-in-Charge, of CMSPL/LSA in writing within a period of 30 days of completion of work.

32.0 WATER AND ELECTRICITY:

The contractor shall make his own arrangement for Water & Electrical power for construction and other purposes at his own cost and pay requisite electricity and water charges. The contractor shall also make standby arrangement for water & electricity to ensure un-interrupted supply.

33.0 INDIAN STANDARDS:

Wherever any reference is made to any IS in any particular specifications, drawings or bill of quantities, it means the Indian Standards editions with the amendments prevailing at the last date of receipt of tender documents.

34.0 MATERIALS AND SAMPLES:

The materials/ products used on the works shall be one of the reputed make/ brands. The contractor shall submit samples/ specimens of materials/ products to the Engineer-in-Charge for prior approval. In exceptional circumstances, Engineer-in-Charge may allow alternate equivalent makes/ brands of products/ materials at his sole discretion. The final choice of brand/ make shall remain with the CMSPL/LSA Engineer-in-Charge, whose decision in this matter shall be final and binding and no extra charges on this account shall be payable to the Contractor.

In case no make or brand of any materials, articles, fittings, accessories etc. is specified, the

same shall comply with the relevant Indian Standard Specifications and shall bear the ISI/BIS mark. The Engineer- in-charge of CMSPL/LSA shall have the discretion to check quality of materials and equipment to be incorporated in the work, at source of supply or site of work and even after used in the work. They shall also have the discretion to check the workmanship of various items of work to be executed in this work. The contractor shall provide the necessary facilities and assistance for this purpose.

- 34.1 The above provisions shall not absolve the contractor from the quality of final product and in getting the material and workmanship quality checked and approved from the Engineer-in-Charge of CMSPL/LSA.
- 34.2 The brands of all materials, articles fittings etc. approved together with the names of the manufacturers and firms from which supplies have been arranged shall be recorded in the site order book.
- 34.3 All tests shall be carried out in the presence of CMSPL's/LSA representative. All costs towards samples, materials, collection, transport, workers, testing etc. shall be borne by the Contractor and are deemed included in the rates quoted by him in the bill of quantities.

35.0 TESTS AND INSPECTION:

The contractor shall carry out various mandatory tests as per specifications and the technical documents that will be furnished to him during the performance of the work.

All the tests on materials, as recommended by relevant Indian Standard Codes or other standard specifications (including all amendments current at the last date of submission of tender documents) shall be got carried out by the contractor at the field testing laboratory or any other recognized institution/ laboratory, at the direction of the CMSPL/LSA. All testing charges, expenses etc. shall be borne by the contractor.

The contractor at their own cost shall carry out all the tests, either on the field or outside laboratories concerning the execution of the work and supply of materials.

36.0 CARE OF WORKS:

From the commencement to the completion of works and handing over, the contractor shall take full responsibility for care thereof all the works and in case of any damage/loss to the works or to any part thereof or to any temporary works due to lack of Precautions or due to negligence on part of Contractor, the same shall be made good by the Contractor.

37.0 RESTRICTION ON SUBLETTING:

The contractor shall not sublet or assign the whole or part of the works except where otherwise provided, by the contract and even then only with the prior written consent of the CMSPL/LSA and such consent if given shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults or neglects of any sub-contractor, his agents, servants or workman as full as if they were the acts, defaults or neglects of the contractor, his agent, servants or workman provided always that the provision of labour on piece work basis shall not be deemed to be a subletting under this clause.

38.0 CO-ORDINATION WITH OTHER AGENCIES:

Work shall be carried out in such a manner that the work of other Agencies operating at the site is not hampered due to any action of the Contractor. Proper Co-ordination with other Agencies will be Contractor's responsibility. In case of any dispute, the decision of CMSPL/LSA shall be final and binding on the contractor. No claim whatsoever shall be admissible on this account.

39.0 CANCELLATION / DETERMINATION OF CONTRACT IN FULL OR PART:

Subject to other provisions contained in this clause the Engineer-in-Charge of CMSPL/LSA may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- i) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge; or
- ii) If the contractor shall offer or give or agree to give to any person in CMSPL/LSA service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action relation to the obtaining or execution of this or any other contract or
- iii) If the contractor shall enter into a contract with CMSPL/LSA in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge; or
- iv) If the contractor shall obtain a contract with CMSPL/LSA as a result of wrong tendering or other non bona-fide methods of competitive tendering; or
- v) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administrative of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- vi) If the contractor being a company, shall pass a resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- vii) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or
- viii) If the contractor assigns, transfers, sublets (engagement of labor on a piece-work basis or of the labor with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise

parts with the entire works or any portion thereof without and prior written approval of the Engineer-in-Charge of CMSPL/LSA.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge may without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to LMC/CMSPL/LSA, by a notice in writing to cancel the contract as a whole or only such items of work in default from the Contract.

40.0 CONTRACTOR LIABLE TO PAY COMPENSATION EVEN IF ACTION NOT TAKEN:

In any case in which any of the powers conferred upon the Engineer-in-Charge by relevant clause thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor and/or direct the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

41.0 TIME ESSENCE OF CONTRACT & EXTENSION FOR DELAY:

The time allowed for execution of the Works as specified in the terms of contract or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the works shall commence within 14th day or such period as mentioned in the letter of award after the date on which the Engineer-in-Charge of CMSPL/LSA issues written orders to commence the work. If the Contractor commits default in commencing the execution of the work as previously mentioned, CMSPL/LSA shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.

41.1 Within 10 (Ten) days of Letter of Intent, the Contractor shall submit a Time and Progress Chart (CPM/PERT/Quantified Bar Chart) and get it approved by the Engineer-in-Charge of CMSPL/LSA. The Chart shall be prepared in direct relation to the time stated in the contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various items, trades, sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge of CMSPL/LSA and the Contractor within the limitations of time stipulated in the Contract documents, and further to ensure good progress during the execution of the work, the

contractor shall in all cases in which the time allowed for any work exceeds one month (save for special jobs for which a separate program has been agreed upon) complete 1/8th of the whole of work before 1/4th of the whole time allowed in the contract has elapsed, 3/8th of the work before one half of such time has elapsed and 3/4th of the work before 3/4th of such time has elapsed. The physical report including photographs shall be submitted by the contractor on the prescribed format & the intervals (not exceeding a month) as decided by the Engineer in Charge. The compensation for delay shall be levied at intermediate stages also, in case the required progress is not achieved to meet the above time deadlines of the completion period and progress chart, provided always that the total amount of Compensation for delay to be paid under this condition shall not exceed 10% of the tendered value of work”.

41.2 If the work(s) be delayed by:

- a) force-majeure or
- b) abnormally bad weather, or
- c) serious loss or damage by fire, or
- d) civil commotion of workmen, strike or lockout, affecting any or the trades employed on the work, or

41.3 Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or

41.4 Any other cause which, in the absolute discretion of the CMSPL/LSA, is beyond the Contractor's control, then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge of CMSPL/LSA but shall nevertheless contractor shall constantly use his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge of CMSPL/LSA to proceed with the works.

41.5 Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within 14 (fourteen) days of the happening of the event causing delay on the prescribed form. The Contractor may if practicable, indicate in such a request the period for which extension desired.

42.0 DEFECTS LIABILITY PERIOD:

The contractor shall be responsible for the rectification of defects in the works for a period of 12 (twelve) months from the date of taking over of the works by the CMSPL/LSA. Any defects discovered and brought to the notice of the contractor forthwith shall be attended to and rectified by him at his own cost and expense. The Engineer-in-charge of CMSPL/LSA on successful rectification of all defects will issue defect liability certificate (DLC). However, in case the contractor fails to carry out any rectifications within Defects Liability Period, the same may without prejudice to any other right or remedy available be got rectified by CMSPL/LSA's Authorized Representative at the cost and expense of the contractor and cost of such rectifications, as decided by the Engineer –in-charge CMSPL/LSA, shall be deducted from the contractor's due amount or adjusted against the

Performance Guarantee/Security Deposit, if subsisting. The decision of CMSPL/LSA shall be final and binding.

43.0 FORCE MAJEURE:

Any delay or failure of the performance of either party hereto shall not constitute default here under to give rise to any claims for damages, if any to the Extent such delay or failure of performance is caused by occurrences such as acts of God or the public enemy, expropriation, compliance with any order or request of Government authorities, acts of war, rebellions, sabotage fire, floods, illegal strikes, or riots (other than contractor's employees). Only extension of time shall be considered for Force Majeure conditions as accepted by CMSPL/LSA. No adjustment in contract price shall be allowed for reasons of force majeure.

44.0 ARBITRATION:

44.1 Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and to the quality of workmanship or materials used in the work or as to other question, claim, right or rates for extra items sanctioned and decided or not by the competent authority under the conditions, of this contract matter or thing whatsoever in any was arising out of or relating to the contract designs, drawings, specifications, estimates, instructions or order on these conditions or otherwise concerning the work of the execution of failure to execute the same whether arising during the progress of the work or after the completion of abandonment thereof, shall at the first instance shall be settled amicably by negotiations between the contractor & CMSPL/LSA representatives within 30 days from the date of such dispute arises, failing which same shall be referred to the arbitration through appointment of sole Arbitrator as mutually agreed between contractor & CMSPL/LSA as per Arbitration & conciliation Act, 1996 and any amendments thereof.

44.2 The venue of arbitration shall be Lucknow. Any suit or application for the enforcement of this arbitration shall be filed in the competent court at (UP), no other court or any other district or outside Uttar Pradesh shall have any jurisdiction in the matter. The award of the arbitrator shall be final, conclusive and binding on both the parties to the contract.

45.0 JURISDICTION:

The agreement shall be executed on non-judicial stamp paper purchased in Lucknow. Courts in Lucknow, U.P alone will have jurisdiction to deal with matters arising there from, to the exclusion of all other courts.

46.0 SUSPENSION OF WORKS:

- (a) The contractor shall, on receipt of the order in writing of the Engineer-in-charge CMSPL/LSA, suspend the progress of the works or any part thereof for such time and in such manner as the Engineer- in-charge may consider necessary for any of the following reasons:
- i) On account of any default on part of the contractor, or
 - ii) for Improper execution of the works or part thereof for reason other than the default of the contractor, or

- iii) For safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-charge, CMSPL/LSA.

- (b) If the suspension is ordered for reasons (ii) and (iii) in sub-Para (a) above.
- i) The contractor shall be entitled to an extension of the time equal to the period of every such suspension plus 25%. No adjustment of contract price will be allowed for reasons of such suspension.
 - ii) In the event of the Contractor treating the suspension as an abandonment of the Contract by CMSPL/LSA, he shall have no claim to payment of any compensation on account of any profit or advantage which he may derived from the execution of the work in full.

47.0 CONTRACT COORDINATION PROCEDURES, COORDINATION MEETINGS AND PROGRESS REPORTING:

The Contractor shall prepare and finalize in consultation with CMSPL/LSA, a detailed contract coordination procedure within 15 days from the date of issue of Letter of Intent for the purpose of execution of the Contract.

47.1 The Contractor shall have to attend all the meetings at any place or in Lucknow at his own cost with LMC/CMSPL/LSA or Consultants of LMC/CMSPL/LSA during the currency of the Contract, as and when required and fully cooperate with such persons and agencies involved during these discussions.

47.2 During the execution of the work, Contractor shall submit at his own cost a detailed Monthly progress report to the Engineer-in-charge of CMSPL/LSA by 5th of every month. The format of monthly progress report shall be as approved by Engineer-in-Charge of CMSPL/LSA.

48.0 CONTRACT AGREEMENT:

The Contractor shall enter into a Contract Agreement with the CMSPL/LSA within 10 days from the date of Letter of Intent or within such extended time, as may be granted by the CMSPL/LSA. The cost of stamp papers, stamp duty, registration, if applicable on the contract, shall be borne by the Contractor. In case, the contractor does not sign the agreement as above or start the work within 30 days of the issue of letter/ e-mail of intent, his Earnest Money Deposit is liable to be forfeited and letter of intent consequently will stand withdrawn.

49.0 MANNER OF EXECUTION OF AGREEMENT:

The agreement as per prescribed Pro forma as enclosed shall be signed at the office of the CMSPL/LSA within 10 days from the date of issue of Letter of Intent. The Contractor shall provide for signing of the Contract, appropriate Power of Attorney and the requisite documents/materials. Unless and until a formal contract is prepared and executed, the Letter of Intent read in conjunction with the Bidding Documents will constitute a binding contract.

49.1 The agreement will be signed in two originals, whereas the Contractor shall be provided with one signed original, and the other will be retained by the CMSPL/LSA.

49.2 The Contractor shall provide free of cost to the LMC/CMSPL/LSA all the Engineering

data, drawings and descriptive materials submitted along with the bid, in at least 2 (two) copies to form an integral part of the Agreement within seven 7 days after issuing of Letter of Intent.

- 49.3 Subsequent to signing of the Agreement, the Contractor at his own cost shall provide to the CMSPL/LSA with at least two (2) true hardbound copies of Agreement within thirty (30) days of its signing.

Appendix - 'M'

LISTS OF APPROVED BANKS

Nationalized Banks:

The BGs shall be accepted from all Nationalized Banks, and / or Scheduled banks

National banks in India

From sources across the web

Bank of India	▼	Canara Bank	▼	Bank of Baroda
Bank of Maharashtra	▼	Indian Overseas Bank	▼	Punjab National Bank
State Bank of India	▼	UCO Bank	▼	Indian Bank
Punjab and Sind Bank	▼	Union Bank of India	▼	Allahabad Bank
Axis Bank	▼	H d f c bank	▼	Oriental Bank of Commerce
Syndicate Bank	▼	Andhra Bank	▼	Bandhan Bank
Dena Bank	▼	Dhanlaxmi Bank	▼	ICICI Bank
IndusInd Bank	▼			

(Judicial Stamp paper of appropriate value as per UP State)

PROFORMA OF BANK GUARANTEE (FOR MOBILIZATION ADVANCE)

To
CMSPL/LSA,

(Address of submission as mentioned in “Notice Inviting Tender”)

- 1- In Consideration of the Chennai MSW Pvt. Ltd. (hereinafter called “CMSPL” or LSA which expression shall unless repugnant to the subject or context include his successor and assigns) having agreed under the terms and conditions of Contract No.....dated.....made between.....and the in connection with (hereinafter called “the said contract”) to make at the request of the Contractor a Mobilization Advance of Rs.... for utilizing it for the purpose of the Contract on his furnishing a guarantee acceptable to the , we the Bank (hereinafter referred to the “the said Bank”) and having our registered office at.....do hereby guarantee the due recovery by the of the said advance as provided according to the terms and conditions of the Contract. We.....do hereby undertake to pay the amount due and payable under this Guarantee without any demur; merely on a demand from the stating that the amount claimed is due to the under the said Agreement. Any such demand made on the....shall be conclusive as regards the amount due and payable by the...under this guarantee and agree that the liability of the.....to pay the amount so demanded shall be absolute and unconditional not withstanding any dispute or disputes raised by the Contractor and not withstanding any legal proceeding pending in any court or Tribunal relating thereto. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs...
- 2- We.....Bank further agree that the shall be the sole judge of and as to whether the amount claimed has fallen due to the under the said agreement or whether the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract and the extent of loss or damage caused to or suffered by the on account of the said advance together with interest not being recovered in full and the decision of the that the amount has fallen due from contractor or the said contractor has not utilized the said advance or any part thereto for the purpose of the contract and as to the amount or amounts of loss or damage caused to or suffered by the shall be final and binding on us.
- 3- We, the said bank, further agree that the Guarantee therein contained shall remain in full force and effect till the said advance has been fully recovered and its claims satisfied or discharged and till CMSPL/LSA certify that the said advance has been fully recovered, unless a notice of the claims under this Guarantee has been served on the Bank before the expiry of the said Bank Guarantee in which case the same shall be enforceable against the Bank.
- 4- The shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity from time to time to vary any of the terms and conditions of the said Contract or the advance or to extend time of performance by the said Contractor or to postpone for any time and from time to time of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of terms and conditions governing the said Contract or the advance or securities available to the and the said Bank shall not be released from its liability under these presents by any exercise

by the of the liberty with reference to the matters aforesaid or by reasons of time being given to the said Contractor or any other forbearance, act or omission on the part of the or any indulgence by the to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the bank from its such liability.

- 5- It shall not be necessary for the to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the bank notwithstanding any security at the time when proceedings are taken against the Bank hereunder or unrealized.
- 6- We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the in writing and agree that any change in the constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

For and on behalf of Bank

(NAME AND DESIGNATION)

WITNESS.

1. _____

2. _____

**PROFORMA OF BANK GUARANTEE
(IN LIEU OF SECURITY DEPOSIT)**

In consideration of the Chennai MSW Private Limited, (hereinafter called “the CMSPL”) or LSA which expression shall include its successors and assigns having awarded to M/s _____ (hereinafter

called “the Supplier/Contractor”) which expression shall wherever the subject or context so permits includes its successors and assigns) a Contract in terms inter-alia of the company’s letter No..... dated.....and the Contract/Purchase Conditions of the Company and upon _____ the condition of the Supplier/Contractor furnishing Security for the performance of the Supplier’s obligations and /or discharge of the contractor’s/supplier’s liability under and/or in connection with the said supply contract up to a sum of Rs.....

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

1. This Guarantee shall be continuing guarantee and shall....remain valid and irrevocable for all claims of the Company and liabilities of Supplier/Contractor arising up to and until midnight of.....
2. This Guarantee shall be in addition to any other Guarantee or Security whatsoever that the Company now or at any time have in relation to the Supplier’s obligations/liabilities under and/ or in connection with the said supply/contract, and the company shall have full authority to take recourse or to enforce this Security in preference to any other Guarantee or Security which the Company may have or obtain and no forbearance on the part of the Company in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its liability here under.
3. The Company shall be at liberty without reference to the Bank and without affecting the full liability of the Bank here under to take any other security in respect of the Supplier’s/Contractor’s obligations and/ or liabilities under or in connection with the said supply/contract or to grant time and / or indulgence to the supplier / contractor or to increase or otherwise vary the prices or the total contract value or to release or to forbear from enforcement of all or any of the conditions under the said supply / contract and / or the remedies of the Company under any other security/securities now or hereafter held by the Company and no such dealings, increase(s) or other indulgence(s) or arrangement(s) with the supplier / contractor or releasing or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Company here under or prejudicing rights of the company against the Bank.
4. This Guarantee shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier / contractor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to

- the company in terms thereof.
5. The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the Bank in terms hereof shall not be otherwise affected or suspended by reason of any dispute or disputes having been raised by the supplier/ contractor (whether or not pending before any Arbitrator, Tribunal or Court) or any denial or liability by the supplier/ contractor stopping/ preventing or purporting to stop or prevent any payment by the Bank to the Company in terms thereof.
 6. The amount stated in any notice of demand addressed by the company to the Guarantor as liable to be paid to the Company by the supplier/contractor or as suffered or incurred by the Company on account of any losses or damages, costs, charges and / or expenses shall as between the Bank and the Company be conclusive of the amount so liable to be paid to the company or suffered or incurred by the company as the case may be and payable by the Guarantor to the Company in terms hereof subject to a maximum of Rs.(Rupees only),
 7. Unless demand or claim under this Guarantee is made on the Guarantor in writing within three months form the date of expiry of the Guarantee I e up to the Guarantor shall be discharged from all liabilities under this Guarantee there under.

Notwithstanding anything contained herein before our liability under this guarantee is restricted to Rs. (Rupees.....only). This guarantee will expire on

any

claim under this Guarantee must be received by us within three months from the date of expiry i.e.(date, three months after the expiry date) and if no such claim has been received by us by that date all your rights under this guarantee will cease.

For and on behalf of the Bank

Place:

Date:

WITNESS:

1.

2.

PROFORMA OF INDENTURE FOR SECURED ADVANCE OR CREDIT

THIS INDENTURE made this day of _____ between _____ (hereinafter called the contractor) which expression shall where the Context as admits or implies be deemed to include his executor/administrators and assign of the one part and CMSPL/LSA.

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

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

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

1. That all sums given as advance or credit by The Engineer to the Contractor as previously mentioned shall be employed by the Constructor in or toward the execution of the said works and for no other purpose whatsoever.
2. That the material for which the advance or credit is given are offered to and accepted by The Engineer as security and are absolutely the Contractor's own property and free from encumbrances of any kind the Contractor will not make any application for or receives further advance or credit on the security or material which are not absolutely his own property and free from encumbrances of any kind and the Contractor shall indemnify The Engineer against any claims to any material in respect of which advance or credit has been made to him as aforesaid.
3. That the said material and all other material on the security of which any further advance or advances or credit may be given as aforesaid (hereinafter called the said materials) shall be used by the Contractor s solely in the execution of the said works in accordance with the direction of the Engineer and in terms of said agreement.
4. That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper safe custody and protection against all risks of the said material and that until used in the construction as aforesaid the material shall remain at the site of the said works in Contractor's custody and on his responsibility and shall at all times be open to inspection by The Engineer. In the events of the materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in greater degree than in due to reasonable use and wear thereof the Contractor will replace the same with other materials of like quality of repair and make good the same as required by The Engineer.
5. That said material shall not on any account be removed from the site of work expect with the written permission of The Engineer.
6. That the advance shall be repayable in full when or before Contractor receives payment from The Engineer of the price payable to him for the said work under the term and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done then on the occasion of each payment The Engineer will be at liberty to make a recovery from the Contractor's bill from such payments by deducting there from the value of the said materials than actually used in the contraction and in respect of which recovery has not been made previously. The value of this purpose being determined in respect of each description of materials at the rates at which the amounts of the advance as made under these presents was calculated.

7. That if the Contractor shall at any time make at any default in the performance of observance in respect of any of the terms and provisions of the said agreement or of that provisions the total amount of the advance or advances that may still be owing to CMSPL/LSA, shall immediately on the happening of such default be repayable by the Contractor to CMSPL/LSA.
8. That the Contractor hereby charges all the said materials with the repayment to The Engineer of all sums advances or credit as previously mentioned and all costs. Charges, damages and expenses payable under these presents PROVIDED ALWAYS it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and wherever the covenant for payment and repayment herein before contained shall be become enforceable and the money owing shall not be paid in accordance therewith. The Engineer may at any time thereafter adopt all or any of the following courses he may deem best:
 - a. Seize and utilize the said material or any part thereof in the completion of the said works in accordance with the provision in that behalf contained in the said agreement debating the Contractor with the actual cost of effecting such completion and the amount due in respect of advance or credit under these presents and crediting the Contractor with value of work done as if he has carried it out in accordance with the said agreement and the rates thereby provided if the balance is against the Contractor is to pay the same to the engineer on demand.
 - b. Remove and sell by public auction the seized materials or any part thereof and out of the money arising from the sale repay the engineer under these presents and pay over the surplus (if any) to the Contractor.
 - c. Deduct all or any part of the moneys owing from any sums due to the contractor under said agreement.
9. Except in the event of such default on the part of contractor as previously mentioned, interest or the said advance shall not be payable.
10. That in the event of conflict between the provisions of these presents and the said agreements, the provision of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents, the settlement of which has not been herein before expressly provided for the same shall so far as is lawful be referred to Managing Director, CMSPL/LSA/ LMC or to such person as he may appoint whose decision shall be final and the provision of the India arbitration Act. For the time being in force shall apply to such reference.

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

Signed Sealed and delivered by

Contractor

The Engineer-in-charge.

AGREEMENT FORM

This agreement made on this.....day of (Month) (Year), between CMSPL/LSA (a successful bidder selected by Lucknow Municipal Corporation for the execution of MSW project in the Lucknow city. On behalf of LMC, CMSPL/LSA whose Registered Office is at Hyderabad (hereinafter referred to as the “CMSPL” or LSA which expression shall include its administrators, successors, executors and assigns) of the one part and M/s (NAME OF CONTRACTOR) (hereinafter referred to as the ‘Contractor’ which expression shall unless the context requires otherwise include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS, CMSPL/LSA has desirous of construction of (NAME OF WORK) (hereinafter referred to as the “PROJECT”), had invited tenders as per Tender documents vide NIT No. . . .

AND WHEREAS (NAME OF CONTRACTOR) had participated in the above referred tender vide their tender dated ___ and CMSPL/LSA has accepted their aforesaid tender and awarded the contract for (NAME OF PROJECT) on the terms and conditions contained in its Letter of Intent No. _____ and the documents referred to therein, which have been unequivocally accepted by (NAME OF CONTRACTOR) vide their acceptance letter dated _____ resulting into this contract.

NOW THEREFORE THIS DEED WITNESSETH
AS UNDER:

ARTICLE 1.0 – AWARD OF CONTRACT

1.1. SCOPE OF WORK

CMSPL/LSA has awarded the contract to (NAME OF CONTRACTOR) for the work of (NAME OF WORK) on the terms and conditions in its letter of intent No. ___ dated _____ and _____ the documents referred to therein. The award has taken effect from (DATE) i.e. the date of handing over of site. The terms and expressions used in this agreement shall have the same meanings as are assigned to them in the “Contract Documents” referred to in the succeeding Article.

ARTICLE 2.0 – CONTRACT DOCUMENTS

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

- a) Notice Inviting Tender vide No. _____ date _____ and _____ tender documents consisting of:
 - i) General Conditions of Contract (GCC) along with amendments to GCC (if any) issued (Volume-I).

- ii) All items under AOW and Bill of Quantities along with amendments/corrigendum of schedule items, if any (Volume-II).
- b) (NAME OF CONTRACTOR) letter proposal dated _____ and their subsequent communication:
- i) Letter of Acceptance of Tender Conditions dated _____
- ii) _____
- 2.2 CMSPL/LSA's detailed Letter of Intent No. _____ Dated _____ including all items under AOW and Bill of Quantities. Agreed time schedule, Contractor's Organization Chart and list of Plant and Equipment submitted by Contractor.
- 2.3 All the previously mentioned contract documents referred to in Para 2.1 and 2.2 above shall form an integral part of this Agreement, in so far as the same or any part thereof column, to the tender documents and what has been specifically agreed to by CMSPL/LSA in its Letter of Intent. Any matter inconsistent therewith, contrary or repugnant thereto or deviations taken by the Contractor in its "TENDER" but not agreed to specifically by CMSPL/LSA in its Letter of Intent, shall be deemed to have been withdrawn by the Contractor without any cost implication to CMSPL/LSA. For the sake of brevity, this Agreement along with its previously mentioned contract documents and Letter of Intent shall be referred to as the "Contract".

ARTICLE 3.0 – CONDITIONS & COVENANTS

- 3.1 The scope of Contract, Consideration, Terms of Payments, Advance, Security Deposits, Taxes wherever applicable, Insurance, Agreed Time Schedule, Compensation for delay and all other terms and conditions contained in CMSPL/LSA's Letter of Intent No.----dated _____ are to be read in conjunction with other aforesaid Contract Documents. The contractor shall duly perform the contract strictly and faithfully in accordance with the terms of this contract.
- 3.2 The scope of work shall also include all such items which are not specifically mentioned in the Contract Documents but which are reasonably implied for the satisfactory completion of the entire scope of work envisaged under this contract unless otherwise specifically excluded from the scope of work in the Letter of Intent.
- 3.3 Contractor shall adhere to all requirements stipulated in the Contract documents.
- 3.4 Time is the essence of the Contract and it shall be strictly adhered. The progress of work shall conform to the agreed works schedule/contract documents/tender documents and Letter of Intent.
- 3.5 This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in Agreement. Only a written instrument signed by the authorized representative of both the parties shall effect any modification of the Agreement.

- 3.6 The total contract price for the entire scope of this contract as detailed in Letter of Intent is ₹ xxxxxxxxxx (Rupees_only), which shall be governed by the stipulations of the contract documents.
- 3.7 Prices are firm and no price escalation whatsoever is not applicable for this contract.
- 3.8 The works are to be completed within 4 months from the date of handing over of site (s)

ARTICLE 4.0 – NO WAIVER OF RIGHTS

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

ARTICLE 5.0 – GOVERNING LAW AND JURISDICTION

5.1 The Laws applicable to this contract shall be the laws in force in India and jurisdiction of (U. P - Lucknow) Court(s) only.

5.2 Notice of Default:

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

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

For and on behalf of:
behalf

For and on

(NAME OF CONTRACTOR)

Chennai MSW Pvt. Ltd (CMSPL) /LSA.

WITNESS:

WITNESS:

1.

1.

2.

2.

FINANCIAL BID/ PRICE BID

Rates be quoted as follows

To,
The Authorized Representative,
CMSPL/LSA,
Lucknow.

1. Having examined the conditions of the contract, Specifications, Drawings, Design etc. of the tender for execution of the above said works, we, the undersigned, offer to execute and complete such works and remedy any defects therein in conformity with the conditions of the contract, specifications, drawings, design, scope of work etc. for

Sl.No	Description of item	Package 1 Package 3					Total Quantity (No.s)	Rate (₹)	Amount(₹)
		Zones							
		1	4	7	3	6			
1	SEGREGATION PLATFORM ALONG WITH HOPPER CONVEYOR BELT	1	1	1	1	1	5		
2	DOUBLE BOX BALER	1	1	1	1	1	5		
3	PLASTIC GRINDER	1	1	1	1	1	5		
4	WEIGHING SCALE	1	1	1	1	1	5		
TOTAL AMOUNT IN RUPEES ₹									

- We undertake, if our tender is accepted, we shall commence the works as soon as reasonably possible after the receipt of the engineer's notice to commence, handing over of sites and to complete the whole of the works comprised in the contract within 4 (Four)months as stipulated in the tender.



- We agree to abide by this tender for the validity period of 120 days from the date fixed for receiving the same and it shall remain binding upon us.
- The contract is not complete and binding between us unless and until a formal agreement is prepared and executed for this tender, followed by signing & stamping on the original tender document generated by Lucknow Nagar Nigam together with your written acceptance thereof and formal letter of intent/letter of award.
- We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this day of

Signature..... in the capacity of

Duly authorized to sign tender for and on behalf of

Address

Occupation

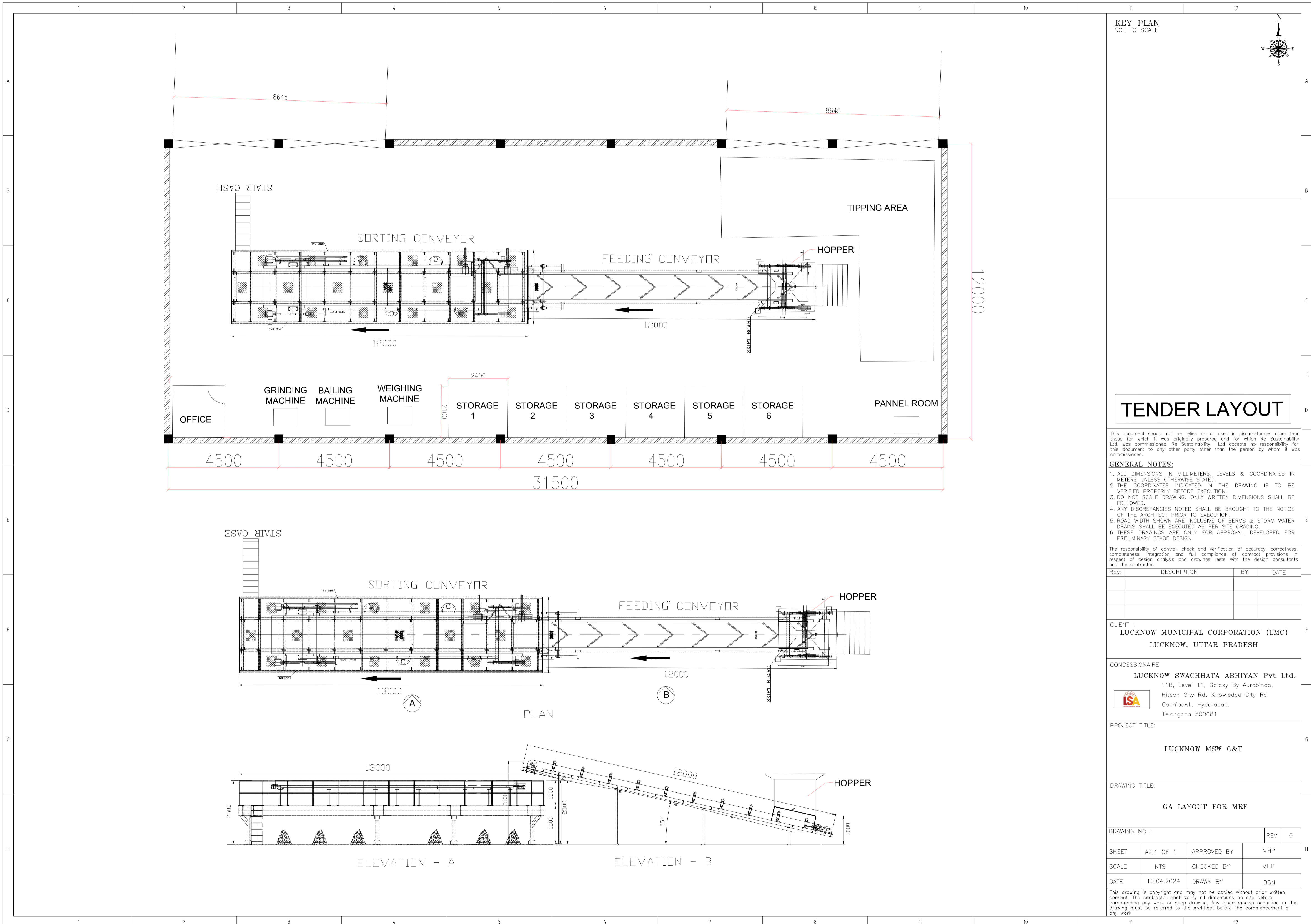
Company Seal

ANNEXURE I

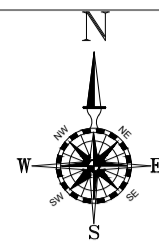
BILL OF QUANTITIES FOR TENDERING (CIVIL, MECHANICAL AND ELECTRICAL WORKS)

ANNEXURE II

TENDER DRAWINGS



KEY PLAN
NOT TO SCALE



TENDER LAYOUT

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GENERAL NOTES:

1. ALL DIMENSIONS IN MILLIMETERS, LEVELS & COORDINATES IN METERS UNLESS OTHERWISE STATED.
2. THE COORDINATES INDICATED IN THE DRAWING IS TO BE VERIFIED PROPERLY BEFORE EXECUTION.
3. DO NOT SCALE DRAWING. ONLY WRITTEN DIMENSIONS SHALL BE FOLLOWED.
4. ANY DISCREPANCIES NOTED SHALL BE BROUGHT TO THE NOTICE OF THE ARCHITECT PRIOR TO EXECUTION.
5. ROAD WIDTH SHOWN ARE INCLUSIVE OF BERMS & STORM WATER DRAINS SHALL BE EXECUTED AS PER SITE GRADING.
6. THESE DRAWINGS ARE ONLY FOR APPROVAL, DEVELOPED FOR PRELIMINARY STAGE DESIGN.

The responsibility of control, check and verification of accuracy, correctness, completeness, integration and full compliance of contract provisions in respect of design analysis and drawings rests with the design consultants and the contractor.

REV:	DESCRIPTION	BY:	DATE

CLIENT :
LUCKNOW MUNICIPAL CORPORATION (LMC)
LUCKNOW, UTTAR PRADESH

CONCESSIONAIRE:
LUCKNOW SWACHHATA ABHIYAN Pvt Ltd.
11B, Level 11, Galaxy By Aurabindo,
Hitech City Rd, Knowledge City Rd,
Gachibowli, Hyderabad,
Telangana 500081.

PROJECT TITLE:
LUCKNOW MSW C&T

DRAWING TITLE:
GA LAYOUT FOR MRF

DRAWING NO :	REV: 0
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SHEET	A2;1 OF 1	APPROVED BY	MHP
SCALE	NTS	CHECKED BY	MHP
DATE	10.04.2024	DRAWN BY	DGN

This drawing is copyright and may not be copied without prior written consent. The contractor shall verify all dimensions on site before commencing any work or shop drawing. Any discrepancies occurring in this drawing must be referred to the Architect before the commencement of any work.

ANNEXURE III

ACCEPTANCE OF TENDER CONDITIONS

ACCEPTANCE OF TENDER CONDITIONS

From: (On the letterhead of the bidding company by the authorized officer having power of attorney)

To

CMSPL/LSA,

Sub: Design, Detail Engineering, Supply, Construction, Erection and commissioning of Material Recovery Facilities (MRF's) (including Civil, Mechanical & Electrical Works) in Lucknow Municipal Corporation, Lucknow

Ref: N.I.T No.

Sir,

This has reference to above referred tender. I/We are pleased to submit our tender for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work. I/we are eligible to submit the tender for the subject works and I/We are in possession of all the documents required. I/We have reviewed and read the terms and conditions of this NIT/ Tech Specifications/GCC/SCC carefully.

I/we have submitted the mandatory scanned documents such as cost of tender document, EMD, and other documents as per NIT.

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

If I/we fail to commence the work within 7 days of the date of issue of Letter of intimation and/or I/we fail to sign the agreement as per conditions of Contract and/or I/we fail to submit performance guarantee as per Clause 7 of General Conditions of Contract, I/we agree that CMSPL/LSA shall, without prejudice to any other right or remedy, be at liberty to cancel the tender and to forfeit the said earnest money as specified above.

(Signature of the tenderer)

Yours faithfully,

Dated _

With stamp & seal