Telangana State Industrial Infrastructure Corporation Limited (IALA, MADHAPUR)

REQUEST FOR PROPOSAL

FOR

PROVIDING COMPREHENSIVE ROUTINE MAINTENANCE SERVICES OF ROAD SWEEPING, LITTER COLLECTION, ROAD VERGE MAINTENANCE, DRAINS CLEANING, MAINTENANCE OF STREET LIGHTS (AT KNOWLEDGE CITY), WATER SUPPLY SYSTEM, ROAD POT HOLES REPAIR & PATCH WORK, HANDLING OF COMMERCIAL & BULK SOLID WASTE ALONG WITH SECURITY SERVICES FOR TSIIC IALA, MADHAPURIN THE CITY OF HYDERABAD

Issued by:

Telangana State Industrial Infrastructure Corporation (TSIIC) Ltd., IALA, Madhapur, Financial District, Hyderabad.
www.tsiic.telangana.gov.in

October 2020

Schedule of Bidding process

Bidders are invited to submit their Bids on or before the time, date at the office for submission asindicated below.

S N0.	Event Description	Particulars
1	RFP Reference No.	2/2020-21, Dt:01.10.2020
2	Date of issue of RFP Call Notice	6/10/2020
3	RFP Download Start Date	6/10/2020 from 15.00 hours IST onwards.
4	Last Date for receipt of queries, if any	14/10/2020
5	Email Address for Communication	ce-iic@telangana.gov.in
6	Date &Venue for Pre-Bid Meeting	Date :14.10.2020 at 15.00 hours IST. 5th Floor, TSIIC Ltd, Parishrama Bhavanam, Fateh Maidan Road, Basheerbagh, Hyderabad – 500 004.
7	RFP Download End Date	At 13.00 hours IST on 21.10.2020.
8	Contact Person Details	Ms. P.Swarajyam, Contact No. 9640178603
9	Bid Due date / Bid Submission date	15.00 hours IST on 21.10.2020.
10	Address for Submission of Bid	The Chief Engineer, TSIIC, 5th Floor, ParisramaBhavanam, Fateh Maidan Road, Basheerbagh, Hyderabad – 500 004.
11	Date & Time for opening of Technical Bid	Date :21.10.2020; Time 15.30 hours IST
12	Date & Time of opening of Financial Bid	After evaluation of Technical Bid. Intimated to the qualified Bidders.
13	Processing fee (Non-Refundable)	Rs.10,000/- (Rupees Ten Thousandonly) + applicable GST(@18%) amounting to Rs.11,800/- (Rupees Eleven Thousand and Eight Hundred only)in the form of a crossed demand draft drawn in favour of Commissioner, TSIIC, IALA, Madhapur payable at Hyderabad drawn on any scheduled bank.
14	Earnest Money Deposit (Refundable)	Rs.1,95,000/- (Rupees One Lakh Ninety Five Thousand only) in the form of online payment through net-banking/NEFT/RTGS/Debit Card/Credit Card drawn in favour of TSIIC IALA, Madhapur or Bank Guarantee in the form acceptable to the Authority.
15	Bid Validity Period	180 days from the Bid Due Date.
16	Performance Security	The Selected Bidder (Service Provider) shall have to furnish Performance Security within 14 days of receipt of LOA for a sum equivalent to 5% of the Contract Value by way of a bank guarantee for due and faithful performance. The Performance Security shall be retained by the Authority for entire duration of the Contract and be returned to the Service Provider as per

		the provisions of the Contract without any interest.

TSIIC reserves the right to modify the above Schedule of Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.

Disclaimer

The information contained in this RFP document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Biding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

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

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with

the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Biding Process.

GLOSSARY

Authority	As defined in Clause 1.1.1
Bid(s)	As defined in the Disclaimer
Bidders	As defined in Clause 1.2.2
Bidding Documents	As defined in Clause1.1.8
Bid Due Date	As defined in Clause1.1.8
Bidding Process	As defined in Clause 1.2.1
Bid Price	As defined in Clause 1.2.6
Contract Agreement	As defined in Clause 1.1.4
Consortium	As defined in Clause 3.2.2 (a)
Conflict of Interest	As defined in Clause 3.2.2 (c)
Damages	As defined in Clause 3.2.2 (c)
Demand Draft	As defined in Clause 3.18.1
Earnest Money Deposit	As defined in Clause 1.2.4
Estimated Project Cost	As defined in Clause 1.1.1
Field Assessment Report	As defined in Clause 3.1.2
GoI	Government of India
GoT	Government of Telangana
IALA	Industrial Area Local Authority
LCS	As defined in Clause 1.2.1
Lead Member	As defined in Clause 3.1.13 (c)
Lowest Bidder	As defined in Clause 1.2.6
LOA	As defined in Clause 4.5.3
Project	As defined in Clause 1.1.1
Rs. or RS.	Indian Rupee
Performance Security	As defined in Clause 4.6
RFP or Request for Proposal	As defined in the Disclaimer
TSIIC	Telangana State Industrial Infrastructure Corporation Ltd.
Selected Bidder	As defined in Clause 4.5.1
Service Provider	As defined in Clause 1.1.4
SWM	Solid Waste Management

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein above.

1. INTRODUCTION

1.1. Background

1.1.1. Pedestrians and vehicle commuters throw litter on roads. The litter, garbage and other leaf litter spreads around due to wind and create insanitary conditions. Added to the same, there are dusty conditions due to local factors and ongoing transportation/construction activity. Further to ensure safety of manual sweepers on the main roads, the importance of using mechanized sweeping machines is felt.

1.1.2. With an objective to have a comprehensive routine maintenance contract covering mechanical road sweeping, litter collection, road verge maintenance, drains cleaning, water supply system, Road Pot-holes Repair & Patch Work and handling of commercial & bulk solid waste along with security services for TSIIC, IALA, Madhapur in the city of Hyderabad(the "Project") and to ensure hygiene, operational efficiency and environmental management, Telangana State Industrial Infrastructure Corporation Ltd., IALA, Madhapur (the "Authority") intends to engage specialized agencies to carry out the work as per the Scope of Work as defined in this RFP. The successful bidder meeting the qualification criteria and quoting the lowest cost will be offered the work for 3 (three) years with an option to renew the contract for an additional period of 2 (two) years at the discretion of the Authority. The Project road stretches cover a road length of 5.200 km in IALA, Madhapur and is as mentioned in the Strip Chart at Schedule A.

1.1.3. TSIIC, IALA, Madhapur invites detailed Proposals for the above work as detailed in this RFP. The Proposals are to be made keeping in full consideration of the work quantities requirements and the scope of work as detailed in this RFP. The General Specifications & Requirements of Sweeping Machines and other vehicles, tools & equipment to be deployed is as detailed in Schedule B. Brief particulars of the Project are as under:

Project Details	Project Location	Estimated Project Cost
The Project activities have been divided into the following activities: **I. IALA, Madhapur** 1. Road Routine Maintenance covering a length of 5.200 km; 2. Garbage collection from Cyber Towers, Cyber Gateway & Cyber Perl IALA, Madhapur; 3. Maintenance of LED streetlights from ITC Hotel to Biodiversity Park and from I-Labs to Nectar Gardens in Hyderabad Knowledge City under IALA, Madhapur; 4. Providing Security Services; 5. Maintenance of water supply system;	Location map as provided in the Strip Chart at Schedule A.	Rs. 1.95 Crore (Indicative only)

6. Transporting all the collected garbage and the other waste material collected from road sweeping to the waste disposal site(s) designated by the Authority; and 7. Development and maintenance of a dedicated area to be earmarked by the Authority as "Maintenance vehicles Parking and primary storage / waste segregation / nursery and greenery area".		

1.1.4. The Selected Bidder(the "Service Provider") shall be responsible for design, procurement, operation & maintenance of the Project for 3 (three) years with an option to renew the contract for an additional period of 2 (two) years at the discretion of the Authority, under and in accordance with the provisions of the contract agreement(the "Contract Agreement") to be entered into between the Service Provider and the Authority in the form provided by the Authority as part of the Biding Documents pursuant thereto.

1.1.5. The Estimated Project Cost as provided in this RFP is for reference only. The assessment of actual operating & maintenance costs will have to be made by the Bidders based on their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Further, it is also informed that the Estimated Project Cost provided in the RFP is not binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of the amount mentioned as Estimated Project Cost in this RFP.

1.1.6. The Contract Agreement sets forth the detailed terms and conditions for award of work to the Service Provider, including the scope of the Service Provider's services and obligations.

1.1.7. The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Service Provider set forth in the Contract Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the work to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Biding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.1.8. The Authority shall receive Proposals pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "Bidding Documents"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the "Bid Due Date").

1.2. **Brief description of Bidding Process**

1.2.1. The Authority has adopted single stage two envelopes Bidding process (referred to as the "Bidding Process") for selection of the Bidder for award of the Project. The Bidder will be selected under Least Cost Selection (the "LCS") method, i.e., lowest Bid Price as described in this RFP.

1.2.2. Interested Bidders (the "Bidders") are being called upon to submit their Bid in accordance with the terms specified in this Biding Document. The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the date specified in Clause 1.3, for submission of Bids, the Bid Due Date.

1.2.3. The Bidding Documents include the RFP, the draft Contract Agreement for the Project and any other document(s) issued by the Authority in relation to this Project. The aforesaid documents and any addenda issued subsequent to this RFP, will be deemed to form part of the Biding Documents.

1.2.4. A Bidder is required to submit along with its Bid, an Earnest Money Deposit of Rs.1,95,000/- (Rupees One Lakh Ninety Five Thousand only) (the "Earnest Money Deposit") refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Earnest Money Deposit shall be retained till it has provided a Security Deposit. The Bidders will have to provide Earnest Money Deposit in the form online payment through net-banking/NEFT/RTGS/Debit Card/Credit Card drawn in favour of TSIIC IALA, Madhapur or Bank Guarantee in the form acceptable to the Authority". The Bidder shall also pay to the Authority a sum of Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred only) which includes an amount of Rs.1800/- towards GST towards processing fee in the form of a demand draft in favour of TSIIC IALA, Madhapur payable at Hyderabad" drawn on any scheduled bank. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit and the demand draft towards processing fee.

1.2.5. Bidders are advised to examine the Project in greater detail, including operations & maintenance of the Project and to carry out, at their cost, proper due diligence of the Project including such studies as may be required for submitting their respective Bids.

1.2.6. Bids would be evaluated on the basis of the lowest Bid price (the "Bid Price")quoted by the Bidder for providing comprehensive O & M services of the Project and to be payable as per the provisions of the Contract Agreement. The Bid Price has to be quoted in Indian Rupees only.

Subject to Clause 3.14, the Project will be awarded to the Bidder quoting the lowest Bid Price. In this RFP, the term "Lowest Bidder" shall mean the Bidder who's quoted Bid Price is the lowest.

1.2.7. Generally, the Lowest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 4 of this RFP, be invited to match the Bid submitted by the Lowest Bidder in case such Lowest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Lowest Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Biding Process.

1.3. Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule:

Event Description	Date
1. Last date for receiving queries	: 14/10/2020
2. Authority response to queries :	17/10/2020
3. Bid Due Date:	21.10.2020, before (15.00 hrs IST)
4. Opening of Technical Bids:	21.10.2020 at 15.30 hours IST
5. Opening of Financial Bid:	Intimated at a later date
6. Letter of Award (LOA) :	Within 7 days of Opening of Financial Bid
7. Validity of Bids:	180 days of Bid Due Date
8. Signing of Contract Agreement:	Within 14 days of award of LOA.

2. Terms of Reference

2.1. **Scope of Work:**

The Project activities have been divided into:

IALA, Madhapur

(a) Road Routine Maintenance Activities for a length admeasuring 5.200 Km as detailed in Schedule A.
(b) Garbage Collection from Cyber Towers, Cyber Gateway & Cyber Perl of IALA, Madhapur.
(c) Maintenance of LED streetlights from ITC Hotel to Biodiversity Park and from I-Labs to Nectar Gardens in Hyderabad Knowledge City under IALA, Madhapur.
(d) Security Services.
(e) Maintenance of water supply system.
(f) Transportation of collected garbage/waste material to the dump yard / landfill / Treatment Centre as designated by the Authority.
(g) Development and maintenance of a dedicated area to be earmarked by the Authority as "Maintenance vehicles Parking and primary storage / waste segregation / nursery and greenery area".

The Scope of Work for the above Project activities include:

(a) Road Routine Maintenance Activities:

1. Mechanical sweeping of entire road lengths and removing of dust/ thrash/ plastic/ rubbish/ garbage/ waste from the carriageway, footpaths and verges (excluding the verges of central median)**daily in divided carriageways and on alternate days in undivided carriageways**, from one end to the other end of the designated roads and streets including all abutting road surfaces, kerbs, side drains attached to the specified roads, footpaths, pavements and open spaces.

   Manual sweepers of required quantity shall also have to be deployed for removal of animal carcasses and for cleaning the narrow lanes where there is a difficulty in operation of the sweeping machines and also for cleaning of the sides of the road, and odd and uneven places and the pedestrian lanes and verges where the machine cannot be operated;

2. One Operator along with a helper have to be deployed with the mechanical sweeping machine;

3. The Service Provider has to deploy **Truck Mounted** Mechanical Sweeping Machines (not more than 3 years old and in working condition) as per the requirements of the Project and to ensure adequate reserve machines so that work is not hampered. The maintenance of machines will be the responsibility of the Service Provider.

4. Sweeping machine to be deployed to work between 10 PM – 8 AM or as directed by the Authority.

5. Cleaning and removal of garbage, litter, silt or blocks from the road / street side shallow surface drains daily;

6. Sweeping and litter collection in bus shelters, subways, traffic islands and any other structure abutting the main road daily;

7. Removal of rank vegetation / weeds and undesirable vegetation from shoulders, embankment slopes upto toe line on both sides complete in respects including breaking of clods, rough dressing using mechanical means for high berm cutting and disposal of waste material and vegetation at the Authority designated place;

8. Maintenance of plants / shrubs in medians/road side including watering, supplying and spreading farm yard manure @ 0.064 cum/plant, trimming replacement of causalities of similar age, providing and spraying insecticides / pesticides (density of plants @ 333 per km length should be maintained) including cleaning small cross drains across the medians complete as per the directions of the Project Engineer-in-Charge. The job also includes the cleaning and removal of spilled over earth from median to main carriageway in the portion adjacent to the kerbs all along the median besides cleaning of longitudinal and cross drains in the median.

9. Maintenance of Avenue plantation / shrubs (landscaping) in earthen plantation Area / roadside including watering, trimming, replacement of causalities, providing and spraying insecticides / pesticides as per requirements complete as per the directions of the Project Engineer-in-Charge.

10. Cleaning rectangular Road side /Median open lined/ Service road/ pucca drains to bring them to original shape, drainage capacity including disposal of sediments, extraneous debris & vegetation growth blocking the free flow from the site with all leads and lifts complete in all respects as directed by the Project Engineer-in-Charge;

11. Clear the clogging garbage and silt for ensuring free flow of water at the places of water logging and water stagnation;

12. Removing earthen heaps / berm cutting;

13. Cleaning of surface drains: collection of waste from clogged drains up to 0.6 metre depth including removing of obstacles under the cover drains in front of buildings, removal of manhole silt from the road side, uprooting of weeds alongside the road /street.

14. To remove all tree trimmings and garden waste on the roadside.

15. To carry out road routine and ad-hoc maintenance (Incident based) which shall include, amongst others, activities such as:
    - Repairing Potholes
    - Crack Sealing
    - Asphalt Treatment
    - Road Sign Boards Maintenance
    - Road Markings
    - Pedestrian Guard Rails and supplementary road furniture repairs
    - Solar Blinkers
    - Repairs to accident damaged road assets.

    Filling Pot-holes and Patch Repairs to be with suitable bituminous concrete by removal of all failed material, trimming of completed excavation to provide firm vertical faces, cleaning of surface, painting of tack coat on the sides and base of excavation, back filling the pot holes with hot bituminous material, compacting, trimming and finishing the surface to form a smooth continuous surface, all as per MORT & H Specifications and as directed by the Project Engineer-in-Charge.

    Road routine maintenance includes the planned ongoing works and activities required to ensure public safety, repair small defects and to maintain the road in the required condition and Ad-hoc maintenance activities such as carrying out of unscheduled maintenance occasioned by irregular events like accidents, natural failures, abnormal weather and such other similar things. The activity is incident based and has to be carried out as per the directions of the Project Engineer-in-Charge.

16. **Road property management:** The Service Provider shall ensure the maximum availability and efficient utilization of the assets for the Authority. This shall also include the protection of the right of way from encroachments and other unauthorized activities. For this purpose, the Service Provider shall have to draw up a comprehensive asset register detailing the condition of the entire existing road assets. This asset register shall be maintained and updated regularly after any additions to the infrastructure.

    Any damage or loss to asset of the road like signages, delineators, boards etc. due to theft or due to negligence of the Service Provider shall be fully recoverable; and

17. The waste collected from sweeping should be unloaded at only specified locations designated by the Authority. Dumping of the material in any unspecified place will be considered a serious violation of the contractual terms and necessary legal actions will be initiated as per the prevailing environmental regulations.

(b) Garbage Collection Activities

1. Deploying of vehicles (not more than three years old and in working condition), requisite man power, comprehensive maintenance, consumables, safe deposit of solid waste, the

dirt or filth and any other items required for carrying out the operations complete in all respects.

2. Deploying the vehicles along with tools and equipment as per the requirements of the Project and to ensure adequate reserve vehicles so that work is not hampered n case of break-down of any vehicle. For primary collection of waste Tata Ace / Auto tipper or any other suitable vehicle may be deployed.

3. Collection of source-segregated solid waste (wet, dry and hazardous waste separately) at appointed places within the buildings or premises of the Bulk Waste Generators;

4. Collection of wet solid waste on daily basis and dry solid waste twice in a week. However, dry waste collection to be done on specified days of a week and to ensure that all commercial & bulk waste generators are covered more than twice in a week if so required.

5. To collect e-waste and any other hazardous waste generated from the households and commercial establishments once in a month and transport them to the authorized / designated disposal sites. For this the Contractor must enter into arrangements with such authorized disposal sites / agencies.

6. The Service Provider has to deploy the required number of sanitation workers to collect waste from the Commercial &Bulk Solid Waste generators. Collection waste to be as per approved scheduled timing in consultation with the residents and the Authority.

7. Sufficient number of polyethylene tarpaulin bags and bins for collecting source separated dry recyclable waste to be used.

8. To clear any additional waste generated during special occasions (such as festivals, marriage functions, etc.) by making an extra trip.

9. Responsible for handling increase in waste generation on account of increase in establishments, increase in per capita waste generation, etc., during the Contract Period.
10. To maintain a record of the establishments covered and to note all the exceptions such as non-cooperation in handing over of waste with sufficient evidence, etc., and the Report to be submitted to the Authority once in a month.

(c) Maintenance of LED streetlights from ITC Hotel to Biodiversity Park and from I-Labs to Nectar Gardens in Hyderabad Knowledge City under IALA, Madhapur, Hyderabad

1. Maintenance of 160 numbers of 150 watt LED street light fittings and 4 numbers of 150 watt LED flood light fittings from ITC Hotel to Biodiversity Park.

2. Maintenance of 76 numbers of 90 watt LED street light fittings from I-labs to Nectar Gardens.

3. Maintenance of 12 meter long high mast poles with 200 watt LED flood lights.

Maintenance includes a). engaging one skilled Electrician and one semi-skilled Electrician for repairs and maintenance of street light fittings, b). engaging crane for removing and replacement of LED street light fixtures as and when required, c). replacement of 150 watt LED driver for burnt / faulty drivers as and when required, d). replacement of damaged cables with 4 core 16 sqmm, 3.5 core 25 sqmm and 3.5 core 50 sqmm XLPE UG LT cables as and when required, e). replacement of HDPE pipes with 63 mm outer dia and 78 m dia out as and when required and f). replacement of damaged Timers, Contractors, MCBs and SPDs as and when required.

(d) Security & Housekeeping Services

IALA, Madhapur – Security Services

1. To deploy sufficient number of Security Guards to safeguard the lands and for watch and ward preventing dumping of rock debris and other material, for preventing encroachments and for checking of entry points of IALA in Madhapur, Hyderabad;

(e) Maintenance of water supply system

1. Maintenance of water supply system in software units' layout at Madhapur, Hyderabad by engaging one person round the clock for taking water meter readings;

2. To attend to minor repairs by engaging plumber, as per requirements with necessary tools for smooth operation, arresting leakages of valves, if any;

3. Taking daily water meter readings of each unit and submit a detailed statement of water supplied by HMWS & SB and water supplied to each unit by 1st of every month or as directed by the Project Engineer-in-Charge to Zonal Office, Cyberabad for raising water bills; and

4. To serve water bills to each and every unit.

(f) Transportation of collected waste

1. Transfer of the collected Municipal Solid Waste (MSW) from all the above activities to GHMC dump yard situated at Kythalapur, near KPHB Colony Phase IV, Hyderabad or any other landfill facility / treatment facility as designated by the Authority if so required at a later date.

2. The wet waste collected to be transported to the designated dump yard using closed trucks / compactors.

3. Bio-degradable and non-biodegradable waste shall not be mixed either at the time of collection or during transportation; and

4. To ensure that waste does not touch the ground and to ensure that there would not be any accumulation and spill overs during transportation.

(g) Parking and primary storage / segregation of waste / greenery area

1. Development of a dedicated area to be earmarked by the Authority as "Maintenance vehicles Parking and primary storage / waste segregation / nursery and greenery area".

2. Out of the land made available, 300 square meters to be developed for maintenance vehicles Parking and primary storage / waste segregation area and rest for development of nursery and greenery. This cost shall be met by the Service Provider and factored in the Bid offer.

3. Maintenance of the facility during the Contract Period.

2.2. Service Conditions

1. The Service Provider shall submit Operations and Maintenance Manual showing standard operation procedures including a list of Do's & Don'ts, blown up views of all major components and subassembly, detailed procedure for overhauling and replacement of each component, troubleshooting and remedies, lubrication schedule and preventive maintenance checklist for daily, and after 2500 hrs., and 10000, 25000, and 40,000 hrs., schedules for Mechanical Road Sweepers. To provide two sets of Service Provider's and maintenance manual to the Authority.

2. The mechanical sweeping machines shall display "ON IALA, MADHAPUR DUTY" and telephone number(s) for lodging any complaints by the citizen and road users. The telephone number(s) should be linked to the central control room that monitors the services.

3. In case of any mishap/accident happening due to the machine operation on road or at the site of the machine working, the Service Provider shall take the complete responsibility for the occurrence. The Service Provider is responsible for registering a police complaint and attending to further legal processes and the Authority shall not be liable in whatsoever manner for such occurrences.

4. The Service Provider's work should not affect or stop the traffic flow on the roads at the time of sweeping of the roads.

5. The Service Provider shall not put any hindrance to any other works, being carried out on the roads, without the authorization of the Authority. The Service Provider shall have to allow the other party to work and adjust his work accordingly and no claim shall be entertained on this account. In case of any dispute the decision of the Authority shall be final and binding upon all the parties concerned.

6. To ensure that insurance is taken for each and every machine/vehicle and should comply with applicable RTO norms. The Service Provider shall pay all RTO related expenses such as taxes, permit fee, Pollution Under Control certificate etc., for all the vehicles used for the Project execution.

7. The plastics, fabrics, coconut chips, metals, rubber, etc., collected during street sweeping to be grouped as non-biodegradable, inert like silica/sand etc., to be grouped as inert and should not be mixed with degradable organic waste. Similarly, the vegetable waste, food

waste thrown out by hotels, social functions, animal wastes etc., should not be mixed with non-degradable waste.

8. To ensure that all the SWM vehicles are cleaned/washed and disinfected every day.

9. All the vehicles shall have to be painted green with Work Package name along with the Service Provider name and contact number.

10. Multiple handling of wastes should be avoided.

11. The Service Provider is fully responsible for carrying out required repairs and maintenance to vehicles at periodic intervals at their own cost.

12. All road routine maintenance activities shall be carried out in accordance with Ministry of Road Transport & Highways (MORT&H) specifications and relevant IRC codes.

13. All the machines deployed should be provided with real time GPS vehicle tracking system along with RFID tagging. The vehicles should also be fitted with CCTV cameras for real time video recording of the work done at the designated Zone(s). The Service Provider shall provide fortnightly data of the same to the Authority and shall keep back up data for two months.

14. To adhere to norms of Minimum Wages Act and other applicable labour laws including PF/ESIC etc., Salaries of all the employees are to be paid on time as per applicable rules governed by labour laws in the state. It shall be duty of Service Provider to ensure proper documentation as per various Labour Laws is maintained. To this effect the bidder is required to provide an undertaking as per the proforma given in Appendix IX.

15. To organize water required for the sweeping operations.

16. To ensure placement of Safety device(s) and signage(s) at work site during working hours, as per MORT & H [Ministry of Road Transport & Highways] Specifications.

17. Repair and maintenance of sweeping machines/replacement of spare parts shall be done as per the OEM manual of the equipment / machines.

18. To ensure that the sweeping machines and other associated fleet of vehicles are kept clean and tidy during operations. Washing of vehicles should be done periodically to ensure vehicles are kept clean.

19. The ownership of the waste lies with the Authority. The Service Provider cannot sell or pilfer the Waste. However, the Service Provider can sell the recoverable dry waste at any of the dry waste collection centers of its choice.

20. To follow all existing rules and regulations of the Government &labor department or as amended from time to time regarding the labor employed by him without entitling him for any extra claim on this account.

21. The Service Provider is required to track the vehicles deployed for the project through GPS and assess whether the vehicles are following the proper routes.

22. To maintain sufficient stock of the consumables required for smooth and efficient operations.

23. The Service Provider will have to remove any person employed on the work if so desired by the Authority for misconduct, misbehavior, or for such other reasons.

24. The Authority shall review the data logs on the monthly basis of the Service Provider. Data logs to be prepared by Service Provider in consultation with the Authority which shall cover attendance, GPS reports, duty slips, and repair and maintenance/spare parts replacement among other things.

25. Complaints will be referred to the Service Provider by the Authority and the complaints are to be attended within 24 hours.

26. Proof of disposal of waste at the designated place has to be submitted to the Authority.

27. Provide and maintain at its own cost all fencing, warning signs and watching, when and where necessary or required for the protection of contract Works / workers or for the safety and convenience of the public or others.

28. Periodic disinfection of the area and to take all necessary steps to ensure that appropriate pollution control and other environmental protection measures are taken in accordance with any applicable laws or regulations, including without limitation to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of its methods or operation.

29. Comply with all Indian Standards in relation to the security and safety of the Contract Works and personnel thereon and the protection of the environment; and

30. Perform and fulfill such other obligations incidental to the proposed activities as per Good Industry Practice.

2.3. Performance Monitoring

The performance and the quality in work delivery shall be regularly monitored by the Authority and the following shall apply in this regard:

1. The work will be monitored through online display at IALA, MADHAPUR web through GPS Monitoring. For this the bidder shall have to install Navigator and link it to web as and when directed to do so.

2. In the event of failure to meet the Performance Standards, the Contract will be terminated as per the provisions of the Contract Agreement.

2.4. Damages

1. If it is found that the work carried out by the Service Provider does not comply with the Scope of Work defined in this RFP, the Authority shall levy the Damages, and which shall be deducted

from the monthly running bill of the Service Provider.

2. Accordingly, the work performance in service delivery shall be monitored by the Authority. Any deficiency in Service in adhering to minimum service levels, Damages shall be levied.

3. The Damages shall be effected in case of the following deficiencies:
   a. waste collected is dropped at a place other than the designated waste disposal center/site; Damages at Rs. 5,000/- per event shall be charged by the Authority.

   b. If the milometer of the vehicles is not working, Damages at Rs.2000/- per day will be imposed;

   c. If the complaints are not attended within the stipulated time of 24 hours, Damages at Rs.1,000/- per each such complaint shall be imposed.

   d. In the event that the Service Provider fails to repair or rectify any defect or deficiency in maintenance requirements within the period specified therein Damages calculated at 1% of the cost of such repair or rectification as estimated by the Authority for each day of delay until the breach is cured shall be recovered.

   e. The following Damages shall also be levied for non-compliance of the provisions of RFP, if any:

   f.

S No.	Event of Default	Penalty
1	Non wearing of uniforms	Rs. 100/- per person employed per day
2	Driver not having valid Driving License	Rss. 200/- per event
3	Driver not keeping photocopy of RTO registration	Rs. 200/- per event
4	Non segregation of dry & wet waste before disposal	Rs. 5000/- per event.
5	Not carrying out sweeping of roads, streets and cleaning of roadside drains and transportation of the same to designated places.	Rs.10,000/- per event.
6	Non-collection of e waste from the households and other establishments for more than 40 days.	Rs. 2,500/- per event.
7	MSW not collected for more than one day as per the Contract Agreement.	Rs. 10,000/- per day per default
8	Overflowing of waste from the trucks / Autos and waste bins for more than 12 hours.	Rs. 5000/- per incident of default
9	Collection and mixing of construction debris with MSW and Landscape Waste and transported to the designated waste disposal site.	Rs.5,000/- per incident on inspection
10	Non-functioning of Complaint Redressal Cell for more than 24hours.	Rs.1,000/- per day
11	Non submission of monthly complaint cell log by 7thof next month	Rs.500/- per delay day.
12	Absenteeism of Security Guards / Housekeeping staff	Rs.500/- per person per day.

4. In this regard, the aggregate amount of daily financial Damages imposed for breach of Service Standards shall not exceed 5% of the total monthly billing for the month.

   Recovery of such Damages shall be without prejudice to the rights of the Authority under the Agreement, including the right of Termination thereof. The Damages shall not be recovered if the breach (ies) are on account of Force Majeure.

2.5. Payment for the Service

The payment for the services shall be made as detailed hereunder:

1. Payment for the Service: Authority will pay the Service Fee on monthly basis for the services rendered on the basis of the rate quoted by the Service Provider in its Bid for the services included in the work package. The payment for Incident Based Management activities shall be at the Unit Rates and for the quantities of actual work done as directed by the Project Engineer-in-Charge and as per requirements of the Project.

2. Service Provider payment for the month shall be calculated by the following formula:

   Payment to be made by Authority every month = [(A/12)*(B/D)±(C/12)*(E/D)+ F– G].

   Where

   A. The Service Fee for the services as per quoted Price in the Bid by the Service Provider, excluding the fee for the services of Incident Based Management activities.
   B. No. of days in the month for which the services are rendered by the Service Provider in that particular month.
   C. The Service Fee quoted by the Service Provider in its Bid for the descoped / additional activity.
   D. No. of days in that particular month.
   E. No. of days in the month for which any service is de-scoped / added by the Authority by way of Change of Scope order.
   F. The Service Fee as worked out for Incident Based Management activities.
   G. Damages, if any.

3. The payment for the services shall be increased by 5% at the end of every year from Project Commencement Date (PCD).

4. The Authority will not bear / make any more additional payments other than the amount as worked out based on the Bid Price the and any changes based on Change of Scope as effected by the Authority.

5. The Service Provider shall submit to Authority a monthly bill providing amount of bill payable by the Authority by 7th day of every month for payment. The Authority after deducting the Damages levied, if any, shall approve the bill.

   The Authority shall, within 30 days from the date of receipt of the properly submitted monthly bill pay to the Service Provider the bill in accordance with the formula given above. All the payments to the Service Provider will be made by way of prevailing norms of the Authority.

6. In case at a later date, it is required to transport the waste to a new treatment/landfill facility / dump yard than the original one, then a common rate be arrived at based on the quotes made by the Service Provider per extra / less kilometer travel.

2.6. Obligations of the Service Provider

The obligations of the Service Provider during the Contract Period are as detailed hereunder:

a. The Service Provider shall not sub-contract the whole of the Works and also shall not sub-contract any part of the Work without prior consent of the Authority. Any such consent shall not relieve the Service Provider from any liability or obligation under the Contract Agreement and it shall be responsible for the acts, defaults and neglects of any of its sub-Contractor, its agents or workmen as fully as if they were the acts, defaults or neglects of the Service Provider, its agents and workmen.

b. The Service Provider shall bear all the costs and expenses arising out of Project capital investments and operations & maintenance expenses for the entire duration of the Contract.

c. A responsible person shall be appointed for the Project to ensure smooth operations for the Project;

d. Trained manpower to be deployed to operate the systems and to ensure that they always wear personal protective equipment such as gloves, face masks to avoid injuries and health risks;

e. The Service Provider shall have to keep the Authority totally indemnified against all claims, damages, dues, payments, fines, penalties, compensation demands, liabilities and other losses, if any, that may arise on account of non-compliance or violation of any statutory provisions or on account of any accident, injury, loss or damage to the vehicles or life or on any other account.

f. All necessary personal safety equipment as considered adequate shall be kept available for use.

g. To make arrangements for health check-up of all the workers once in three months.

h. The Authority reserves the right to impose / enforce any special terms / conditions from time to time arising out of government orders, if any, or in the interest of the safety of general public.

i. To take all the reasonable measures to comply with MSW 2016 rules and NGT rules of Government of India in handling municipal solid waste.

j. To establish an office (Command and Control Centre)at IALA as provided by the Authority for prompt handling of customer complaints.

k. To maintain a Complaints' Register for registering the grievances of the waste generators and other stake holders and to create a common email id (for both the Service Provider and the Authority) for the public to lodge complaints, if any.

l. To report non-compliance of MSW management practices by waste generators to the Authority and to ensure compliance from such waste generators in coordination with the Authority.

m. To seek the guidance of Non-Governmental Organizations (NGOs), Resident Welfare Associations (RWAs) and other interested private individuals/organizations whenever required for better handling of waste.

n. To provide uniforms, safety wear and mobile handsets for Field Supervisors as prescribed by the Authority.

o. Responsible for all Permissions & Clearances as amended from time to time and as applicable to the proposed Project; and

p. To commence the work within 20 days from signing of the Contract

2.8. Obligations of the Authority

The obligations of the Authority during the Contract Period are as detailed hereunder:

a. To organize a safe parking area for the machines and storage facilities for spares, consumables and other required accessories for the Service Provider.

b. To organize a storage Point for the Service Provider to deposit the collected waste through Primary Collection for onward transportation of the same to the Authority designated dump yard / landfill station / processing center; and

c. Facilitate for obtaining approvals & permits from government instrumentalities.

2.9. Change of Scope

1. The Authority, reserves the right to increase/reduce the road stretches / Commercial & Institutional Bulk Waste areas / any other service(s) in the original Scope of Work contemplated under this RFP to a maximum extent of 30% of Part A of the Contract Value during the tenure of the Contract Period under change of scope (the "Change of Scope"); and in such case(s) the Service Provider shall have to provide the services as per the revised Scope of Work brought under the Change of Scope order for such periods.

2. The payment for any such additional works brought under Change of Scope shall be at prorate to the Price applicable to such activity and as quoted by the Service Provider in its Bid. Conversely, in case of reduction of Scope of Work for any period, the payment for such period shall be reduced prorate to the Price as applicable to such activity and as quoted by the Service Provider in its Bid. For the avoidance of doubt and for the sake of illustration, if a road stretch measuring a length of 2 km is de-scoped from original Scope of Work for road

routine maintenance as contemplated in this RFP; the Price considered for reduced Scope of Work shall be as worked out hereunder:

Price for the Services for the revised Scope of work = Original Contract Price for the services under Part A of Contract Value –Price quoted / as worked out based on unit rate, by the Service Provider for the descoped service in its Bid.

3. INSTRUCTIONS TO BIDDERS

A. GENERAL

3.1. General terms of Biding

3.1.1. No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.

3.1.2. Field Assessment Report (the "Field Assessment Report") is provided along with the RFP only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Field Assessment Report shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Field Assessment Report.

3.1.3. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Contract Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.

3.1.4. The Bid should be furnished in the formats as specified in the appendices. Bid amount shall be indicated clearly in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. The Bidders should ensure that all the information required to be provided by them under the Biding Documents is included in their Bid whether or not a particular format specified herein makes provision for submission of such information and/or whether or not a format for submission of such information is incorporated in the Biding Documents.

3.1.5. The Bidder shall submit a Earnest Money Deposit of Rs. 1,95,000/- (Rupees One Lakh Ninety Five Thousand only) in the form of online payment through net-banking/NEFT/RTGS/Debit Card/Credit Card drawn in favour of TSIIC IALA, Madhapur or Bank Guarantee in the form acceptable to the Authority in accordance with the provisions of this RFP. The Bid should also be accompanied by a non-refundable demand draft for Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred only) towards processing fee.

3.1.6. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit. The Earnest Money Deposit shall be refundable no later than 60 (sixty) days from the Bid Due Date except in the case of the Selected Bidder whose Earnest Money Deposit shall be retained till it has provided a Performance Security under the Contract Agreement.

3.1.7. The Bidder should submit a Power of Attorney as per the format at Appendix–V, authorizing the signatory of the Bid to commit the Bidder.

3.1.8. In case the Bidder is a Consortium, the members thereof should furnish a Power of Attorney in the format at Appendix-VI, in favor of one member subject to the provisions of this RFP, which member shall thereafter be identified as the Lead Member. In case the Bidder is a Consortium, Consortium Agreement in the format at Appendix-VII shall be submitted by the Bidder.

The lead member shall be authorized to receive instructions for and on behalf of all member of the Consortium and enter into the Contract Agreement with the Authority. LOA shall be placed on the Lead Member of the Consortium.

3.1.9. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

3.1.10. The Bid and all communications in relation to or concerning the Biding Documents and the Bid shall be in English language.

3.1.11. The Bidding Documents including this RFP document and all attached documents, provided by the Authority are and shall remain or become the properties of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 3.1.11 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

3.1.12. Any award of Work pursuant to this RFP shall be subject to the terms of Biding Documents.

3.1.13. Where the Bidder is a Consortium entity, it shall comply with the following additional requirements:

a. number of members in a Consortium shall not be more than 3 (three) and none of the members in a Consortium should be under any sort of ineligibility under the Bid Documents;

b. the Bid should contain the information required for each member of the Consortium;

c. members of the Consortium shall nominate one member as the lead member (the “Lead Member”) who shall have minimum 51% stake in the Consortium. The nomination shall be supported by a Power of Attorney, as per the format at Appendix-VI, signed by the members of the Consortium;

d. the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O & M obligations;

e. an individual Bidder cannot at the same time be a member of a Consortium bidding for the RFP. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium bidding for the RFP;

f. members of the Consortium shall enter into a binding Consortium Agreement, substantially in the form specified at Appendix-VII (the "Consortium Agreement"), for the purpose of submitting a Bid. The Consortium Agreement to be submitted shall, inter alia:

i. convey the intent to form the Consortium, solely for the purpose of domiciling the Project and no other purpose, with commitments in accordance with this RFP, and subsequently perform all the obligations of the Service Provider in terms of the Contract Agreement, in case the Project is awarded to the Consortium; and

ii. clearly outline the proposed roles and responsibilities of each member.

g. except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Consortium Agreement without the prior written consent of the Authority.

3.1.13. Any entity which has been barred by the Central/State Government, or any entity controlled by it, from participating in any project (O & M or otherwise), and the bar subsists as on the date of the Bid, would not be eligible to submit the Bid either individually or as a member of a Consortium.

3.1.14. A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder, Consortium Member or Associate.

Authority would place sole reliance on the certification provided by the Bidder in this regard in its letter comprising the Technical Bid.

3.1.15. In computing the Technical Capacity of the Bidder under Clauses 3.2, 4.3 and 4.4, the Technical Capacity of their respective Associates would also be eligible as detailed hereunder:

For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power of direct the management and policies of such person by operation of law.

A certificate from a qualified external auditor who audits the book of accounts of the Bidder shall be provided to demonstrate that a person is an Associate of the Bidder.

3.1.16. If any services, functions or responsibilities not specifically described in this RFP are inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder.

3.2. QUALIFICATION CRITERIA

3.2.1. **Qualification Criteria:**

S No.	Qualification Criteria	Max Marks	Documents to be submitted
1.1	**FINANCIAL CRITERIA** The firm to be a company registered under the act of 1956/2013 or a Partnership Firm or Limited Liability Partnership Firm or a Proprietary-ship Firm and in existence at least for 3 (three) years at the end of preceding financial year, i.e., 2018-19.	--	Copy of Certificate of Incorporation / Registration. In case of a Consortium, legally valid consortium agreement between the JV members to be provided along with the Power of Attorney.
1.2	The firm, and the Lead Member in case of a Consortium, to have declared net profit at the end of the financial year, i.e., 2018-19.	--	Copy of the balance sheet / auditor certificate.
1.3	The Bidder to have a minimum average annual turnover of Rs. 3 (Rupees Three) crore in the last 3 (three) consecutive financial years, i.e., 2016-17, 2017-18& 2018-19. In case of a Consortium, the cumulative average turnover of all the Members of Consortium would be reckoned. UptoRs. 4 crore – 10 marks Rs. 4 crore to upto6 crore – 15 marks More than Rs. 6 crore – 20 marks	20	Audited balance sheets / Auditor's Certificate.
1.4	The Bidder to have minimum solvency of Rs. 2.5 (Rupees Two point Five) Crores as on Bid Due Date. In case of a Consortium, the Lead Member to have to fulfil the condition. Upto Rs. 3 crore - 10 marks More than Rs.3 crore to upto Rs.5 crore – 15 marks More than Rs. 5 crore –20 marks.	20	Auditor Certificate / Bank Certificate.
2.1	**TECHNICAL CRITERIA** 1. For O & M Contractors: Regular cleaning of Indian roads or public places under a Municipal Corporation /Airports /Ports	30	Copies of firm orders / contract along with Certificates, if any, issued by Government

	/Highways using Mechanical Sweeping Machines for at least 25 km per day for a period of at least 2 years during the last five financial years, i.e., from 2013-14 to 2018-19. Or For Equipment Manufacturers / Distributors: Should have manufactured and or supplied minimum of 25 (fifty) numbers of Truck Mounted Sweeping Machines during the last 5 (five) years preceding Bid submission date. 2. Road Routine Maintenance of at least 25 km under Municipal Corporation / Airports / Highways / Ports and carrying out activities such as Road Verge Maintenance, Landscaping, Road furniture maintenance, etc. Or Providing maintenance services for at least 1 (one) Industrial Parks / SEZs of the minimum size of 250 acres in India. 3. Handling and transportation in at least one Urban Local Body in India of at least a). 10 MT of MSW daily and b). from at least 5000 households and / or commercial establishments daily for a period of 2 years during the last five financial years, i.e., from 2013-14 to 2018-19. 1 project – 10 marks More than 1 project to upto 3 projects – 20 marks. More than 3 projects – 30 marks.		Organizations / Municipal Corporations or their equivalent / private entities or Concessionaires of PPP Projects to demonstrate its experience in operations & maintenance in the last 5 (five) years. Bidder must have a latest Authority letter from Manufacturer as proof of being an authorized dealer/distributor or a CA certificate indicating the total number of machineries sold during the last five years and the revenue realized on the same, as the case may be.Should also submit Letter (s) from the concerned agency/ PSU/ Govt., where the machines have been deployed or works has been done, as the case may be, confirming that in their organization the services provided /machines deployed, are working satisfactorily. Copies of firm orders / contract along with Certificates, if any, issued by Government Organizations / Municipal Corporations or their equivalent / private entities or Concessionaires of PPP Projects to demonstrate its experience in operations & maintenance in the last 5 (five) years.
2.2	Certificates/Registrations	--	1. EPF Registration Certificate 2. ESI Registration Certificate 3. PAN Card & GST Registration. 4. Contract Labour (Regulation & Abolition) Act, 1970 Registration from the Bidder / Lead Member in case of a Consortium.
2.3	Approach & Methodology 1. Bidder's understanding of the Project and	30	To submit Approach & Methodology covering Project Appreciation, Implementation

	its past performance in similar Projects -10 2. Implementation Plan– 10 3. Resource Mobilization Plan -10		Plan, Resource Mobilization Plan, and the Methodology of handling the Project activities in the Format of Appendix III of this RFP. Bidders to give a presentation before the Technical Committee on the same.
	Total	**100**	

*Necessary documents have to be submitted to the satisfaction of the Authority.

** For the Bidders to get shortlisted for opening of Financial Bid, have to score at least 70 marks in the Qualification Criteria.

3.2.2. For determining the qualification of the Bidder, the following shall apply:

a. The Bidder may be a single entity or a group of entities (the "Consortium"), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term used herein would apply to both a single entity and a Consortium.

b. In case of a Consortium, to have a formal intent to enter into a Consortium Agreement. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 3.1.13.

c. In case of a Consortium, the Lead Member should be with proven experience in handling SWM and road mechanical sweeping and road verge maintenance.

d. Technical Proposal submitted by the Bidder should comply with all the Specifications detailed in the RFP and if so required to give a presentation before the Technical Committee. In this regard, the decision of the Authority is final and no correspondence from the Bidder shall be entertained by the Authority.

e. A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract Agreement or otherwise.

3.3. Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Biding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Biding Process.

3.4. Site visit and verification of information

3.4.1. Bidders are encouraged to submit their respective Bids after visiting the Project Site and ascertaining for themselves the conditions at the Project Site, surroundings, availability of power, water & other utilities for construction, access to sites, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them. No financial claims for such visits and for collection of information shall be reimbursable. The Bidders can contact Mr. Gopal Reddy at 9704755660 for any help in logistics.

3.4.2. It shall be deemed that by submitting a Bid, the Bidder has:

a. made a complete and careful examination of the Biding documents and various aspects of the work including but not limited to;
   i. Existing facilities

   ii. The conditions of the main roads along with access roads and utilities in the vicinity of the work area;

   iii. Conditions affecting transportation, access, disposal, handling and storage of materials; and
   iv. All other matters that might affect the Bidders' performance under the terms of this RFP.

b. received all relevant information requested from the Authority;

c. accepted the risk of inadequacy, error or mistake in the information provided in the Biding documents or furnished by or on behalf of the authority relating to any of the matters referred to in clause 3.4.1 above;

d. satisfied itself about all matters, things and information including matters referred to in clause 3.4.1 hereinabove necessary and required for submitting an informed Bid, execution of the project in accordance with the Biding documents and performance of all of its obligations there under;

e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Biding documents or ignorance of any of the matters referred to in clause 3.4.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the authority, or a ground for termination of the Contract Agreement by the Service Provider;

f. acknowledged that it does not have a conflict of interest; and

g. agreed to be bound by the undertakings provided by it under and in terms hereof.

3.4.3. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Biding Documents or the Biding Process, including any error or mistake therein or in any information or data given by the Authority.

3.5. Verification and Disqualification

3.5.1. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Biding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

3.5.2. The Authority reserves the right to reject any Bid and appropriate the Earnest Money Deposit if:

a. at any time, a material misrepresentation is made or uncovered, or

b. The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

3.5.3. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Selected Bidder gets disqualified / rejected, then the Authority reserves the right to:

i. Invite the second, third and so on ranked Bidders to submit their Bids in accordance with Clause 4.5.1; or

ii. Take any such measure(s) as may be deemed fit in the sole discretion of the Authority, including annulment of the Biding Process.

3.5.4. In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Service Provider either by issue of the LOA or entering into of the Contract Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Service Provider, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Service Provider. In such an event, the Authority shall be entitled to forfeit and appropriate the Earnest Money Deposit or Security Deposit, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Biding Documents and/ or the Contract Agreement, or otherwise.

Incomplete Bids or Bids not fulfilling any of the conditions specified in the RFP document are liable to be rejected without assigning any reason**.**

B. DOCUMENTS

3.6. Contents of the RFP

3.6.1. This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 3.8.

Invitation for Proposals

Section 1. Introduction
Section 2. Terms of Reference
Section 3. Instructions to Bidders
Section 4. Evaluation of Bids
Section 5. Fraud and Corrupt Practices
Section 6. Pre-Bid Meeting
Section 7. Miscellaneous

Schedules

Schedule A: Project Details
Schedule B: General Specifications& Requirements.

Appendices

I. Letter comprising Bid along with Details of Bidder in appendix I-Annex I.
II. Details of Eligible Projects
III. Technical Proposal
IV. Financial Bid
V. Power of Attorney for signing of Bid
VI. Power of Attorney for Lead Member of Consortium
VII. Format for Consortium Agreement
VIII. Anti-Collusion Certificate.
IX. Undertaking for Maintenance of Fair Labor Practices.

3.6.2. The draft Contract Agreement along with the Schedules provided by the Authority as part of the Biding Documents shall be deemed to be part of this RFP.

3.7. Clarifications

3.7.1. Bidders requiring any clarification on the RFP may notify the Authority in writing and by e-mail at ce-iic@telangana.gov.in. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Bid Due Date. The responses will be placed in the TSIIC website. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

3.7.2. The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

3.7.3. Requests for additional information, or any delay in complying with such requests, shall not, however, in any way affect the obligation of the Bidder to send the complete Bids by the deadline indicated above.

3.7.4. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Biding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

3.8. Amendment of RFP

3.8.1. At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

3.8.2. Any Addendum issued hereunder will be in writing and shall be placed in the Authority's website.

3.8.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

3.9. Format and Signing of Bid

3.9.1. Bidder shall in its Bid provide all the information sought under the Biding Documents. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.

3.9.2. The Bidder shall prepare and submit its Bid in original.

3.9.3. All the pages of Bid including brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. The Bid and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.Bids with erasing / overwriting / cutting which are without authentication will be liable for rejection.

3.10. Sealing and Marking of Bids

3.10.1. The Bid shall consist of two envelopes:

Envelope 1: Documents pertaining to Qualification; and

Envelope 2: Financial Bid.

3.10.2. The documents to be submitted in each of the envelopes shall include:

Envelope 1: Qualification; (envelope should clearly be marked as "Envelope 1: Qualification") and shall contain the following:

a. Bid in the prescribed format specified at Appendix-I, Appendix I-Annex I, Appendix-II and Appendix - III along with the required supporting documents to demonstrate the Bidder's qualification as set out in Clause 3.2.1 (Qualification);

b. Earnest Money Deposit in the form of Demand Draft along with demand draft towards processing fee;

c. Power of Attorney for signing of Bid in the format at Appendix–V;

d. Power of Attorney for Lead Member of Consortium, as applicable, in the format at Appendix-VI;

e. Consortium Agreement, as applicable, in the format at Appendix-VII;

f. Anti-collusion certificate in the format at appendix - VIII;

g. Undertaking for Maintenance of Fair Labor Practices in the format at appendix-IX;and

h. A copy of the Draft Contract Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (c) hereinabove.

Envelope 2: Financial Bid (the envelope should clearly be marked as "Envelope 2: Financial Bid")

The Financial Bid shall be submitted in the format specified at appendix – IV.

3.10.3. The two envelopes specified in Clauses 3.10.1 and3.10.2 shall be placed in an outer envelope, which shall be sealed. Each of the three envelopes shall clearly bear the following identification:

"Bidfor providing comprehensive maintenance services for TSIIC,IALA, Madhapur in the city of Hyderabad"and shall clearly indicate the number of the envelope, name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of each of the envelopes. Each envelope shall be individually sealed.

3.10.4. Each of the envelopes shall be addressed to:

ADDRESS: The Chief Engineer
5th Floor, TSIIC Ltd.
Parishrama Bhavanam,,
Fateh Maidan Road, Basheerbagh,
Hyderabad 500 004.

3.10.5. If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

3.10.6. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

3.11. Bid Due Date

3.11.1. Bids should be submitted before 15:00 hours IST on the Bid Due Date at the address provided in Clause 3.10.4 in the manner and form as detailed in this RFP.

3.11.2. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 3.8 uniformly for all Bidders.

3.12. Late Bids

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

3.13. Modifications/Substitution/Withdrawal of Bids

3.13.1. The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

3.13.2. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 3.13, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

3.14. Rejection of Bids

3.14.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Biding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons there for. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

3.14.2. The Authority reserves the right not to proceed with the Biding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

3.15. Validity of Bids

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

3.16. Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Biding Process. The Authority will treat all

information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

3.17. Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. EARNEST MONEY DEPOSIT

3.18. Earnest Money Deposit

3.18.1. The Bidder shall furnish as part of its Bid, anEarnest Money Deposit referred to in Clauses 3.1.5 and 3.1.6 hereinabove in the form of online payment through net-banking/NEFT/RTGS/Debit Card/Credit Card drawn in favour of TSIIC IALA, Madhapur or Bank Guarantee in the form acceptable to the Authority payable at Hyderabad. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

3.18.2. The Authority shall not be liable to pay any interest on the Earnest Money Deposit so made and the same shall be interest free.

3.18.3. Any Bid not accompanied by the Earnest Money Deposit and the Demand Draft towards the processing fee shall be summarily rejected by the Authority as non-responsive.

3.18.4. Save and except as provided in Clause 1.2.4 above, the Earnest Money Deposit of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Biding process is cancelled by the Authority, and in any case within 60 (sixty) days from the Bid Due Date. Where Earnest Money Deposit has been paid by demand draft, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

3.18.5. The Selected Bidder's Earnest Money Deposit will be returned, without any interest, upon the Service Provider signing the Contract Agreement and furnishing the Security Deposit in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of Earnest Money Deposit in the amount of Security Deposit to be provided by him in accordance with the provisions of the Contract Agreement.

3.18.6. The Authority shall be entitled to forfeit and appropriate the Earnest Money Deposit as Damages inter alia in any of the events specified in Clause 3.18.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid

or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Earnest Money Deposit shall be given to any Bidder.

3.18.7. The Earnest Money Deposit shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Biding Documents and/ or under the Contract Agreement, or otherwise, if

a. a Bidder submits a non-responsive Bid;

b. a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;

c. a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;

d. the Selected Bidder fails within the specified time limit –

i. to sign and return the duplicate copy of LOA; or
ii. to furnish the Performance Security within the period prescribed before signing of the Contract Agreement; or

iii. to sign the Contract Agreement.

e. The Selected Bidder commits any breach thereof prior to commencement of Works.

4. EVALUATION OF BIDS

4.1. Opening and Evaluation of Bids

4.1.1. The Authority shall open the Envelope 1 of the Bids at 15:30 hours IST on the Bid Due Date, at the place specified in Clause 3.10.4 and in the presence of the Bidders who choose to attend.

a. Bids received by the due date and time and in sealed cover will only be considered for opening and evaluation. Bids other than stated will be summarily rejected.

b. Authorized representatives of the participating firms are requested to be present during Bid opening.

c. The details of the authorized representatives (who choose to attend) present will be recorded.

d. Name of the firms that submitted the Bids will be read aloud in the presence of firm's representatives and will be recorded.

e. Each Bid will be given a number in the ascending order and will be recorded against total number of Bids. For instance, if the total number of Bids received is five, the first Bid will be recorded as 1/5, the second as 2/5 and so on.

In case the Bid submission date is deferred due to declared holiday on the Bid submission date, the opening of Bids also will be deferred in line with the extended Bid submission date.

If any of the Bidders or all Bidders who submitted the Bid are not present during the specified date and time of opening it will be deemed that such Bidder(s) is / are not interested to participate in the opening of the Bid/s and the Authority at its discretion will proceed further with opening of technical Bid in their absence.

4.1.2. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 4.

4.1.3. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.The Bidder has to respond to the Authority and submit the relevant proof /supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Authority.

4.2. Tests of responsiveness

4.2.1. Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive if:

a. It is received as per the formats at appendix–I to appendix-III;

b. It is received by the Bid Due Date including any extension thereof pursuant to Clause 3.11.2;

c. It is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 3.9 and 3.10;

d. It is accompanied by the Earnest Money Deposit and the demand draft towards processing fee as specified in Clause 3.1.5;

e. It is accompanied by the Power of Attorney as specified in Clause 3.1.7;

f. It is accompanied by the Power of Attorney for Lead Member of the Consortium and the Joint Bidding Agreement, as the case may be, and as specified in Clause 3.1.8;

g. It contains all the information (complete in all respects) as requested in this RFP and/or Biding Documents (in formats same as those specified);

h. It does not contain any condition or qualification; and

i. It is not non-responsive in terms hereof.

4.2.2. The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

4.3. EVALUATION OF ENVELOPE 1: QUALIFICATION

4.3.1. For the purpose of meeting qualification criteria under envelope 1, the Bidder shall have to demonstrate that it fulfils the financial criteria and the technical criteria stipulated under Clause 3.2.1 of the RFP.

4.3.2. The Bidder, not meeting either or both of the financial and technical criteria described under Clause 3.2.1 of the RFP, shall be disqualified from the Biding Process, and its Earnest Money Deposit shall be returned as per Clause 3.18.4.

4.3.3. Only those Bidders whose Bids were declared responsive as per Clause 4.2, and who meet both financial and the technical criteria requirements as per the Clause 4.2.1 and score a **minimum of 70 marks** shall have their Financial Bids opened and evaluated as per Clause 4.4.

4.4. EVALUATION OF ENVELOPE 2: FINANCIAL BID

4.4.1. The Authority shall open the Financial Bids contained in Envelope 2 of those Bidders who have been shortlisted for further evaluation.

4.4.2. Financial Bids shall be opened publicly in presence of the Bidders' representatives on the date of financial Bid opening. The Bid Price in the Financial Bid as per appendix –IV (Financial Bid) will be considered as the financial Bid.

4.4.3. The Authority will determine whether the Financial Bids are complete, unqualified and unconditional. The Bid Price indicated in the Financial Bid shall be deemed as final. The Bidder with lowest quoted Bid Price shall be the Lowest Bidder and shall be the Selected Bidder, subject to the provisions of this RFP.

4.5. SELECTION OF BIDDER

4.5.1. Subject to the provisions of Clause 3.14.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 4.3 and 4.4 and who's quoted Bid Price is the lowest, shall be declared as the selected Bidder (the "Selected Bidder"). The second, third and so on ranked Bidders shall be kept in reserve and may be invited for negotiations in that order in case the first ranked Bidder withdraws or fails to comply with the requirements specified in the RFP, as the case may be.

4.5.2. In the event that the quoted Bid Price of two or more Bidders is the same (the "Tie Bids"), the Authority shall declare the Bidder who has highest score in the qualification Criteria as the Selected Bidder and in case the qualification criteria scores are the same then average annual turnover in the last three years, i.e., 2016-17, 2017-18& 2018-19among the tied Bidders would be considered in Financial Bid evaluation for declaring the Selected Bidder.

4.5.3. After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Bidder as Damages on

account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be invited for negotiations.

4.5.4. After acknowledgement of the LOA, it shall cause the Service Provider to execute the Contract Agreement within the period prescribed in Clause 1.3. The Agreement shall be executed in English language. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract Agreement.

4.5.5. On signing of the Contract Agreement, the Service Provider shall intimate the name of the principal officer who will be acting for and on behalf of the Service Provider in all its relations and communications with the Authority. If there is any change in the principal officer, Service Provider shall intimate such change to the Authority immediately.

4.6. PERFORMANCE SECURITY

The Selected Bidder shall have to furnish Performance security(the "Performance Security") to the Authority within 15 days of receipt of LOA, a sum equivalent to 5% of the Contract Value by way of a Bank Guarantee for due and faithful performance by the Service Provider (Selected Bidder). The Performance Security shall be retained by the Authority for entire duration of the Contract and be returned to the Service Provider as per the provisions of the Contract Agreement, without any interest.

4.7. Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Biding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

5. Fraud and corrupt practices

5.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Biding Process and subsequent to the issue of the LOA and during the subsistence of the Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Service Provider, as the case may be, if it determines that the Bidder or Service Provider, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Biding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Earnest Money Deposit or Security Deposit, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Biding Documents and/ or the Contract Agreement, or otherwise.

5.2. Without prejudice to the rights of the Authority under Clause 5.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Contract Agreement, or otherwise if a Bidder or Service Provider, as the case may be, is found by the

Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Biding Process, or after the issue of the LOA or the execution of the Contract Agreement, such Bidder or Service Provider shall not be eligible to participate in any Bid or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Service Provider, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

5.3. For the purposes of this Clause 5, the following terms shall have the meaning hereinafter respectively assigned to them:

a. "Corrupt Practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Biding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Biding Process or the LOA or has dealt with matters concerning the Contract Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Biding Process) engaging in any manner whatsoever, whether during the Biding Process or after the issue of the LOA or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

b. "Fraudulent Practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Biding Process;

c. "Coercive Practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Biding Process;

d. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Biding Process; or (ii) having a Conflict of Interest; and

e. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Biding Process.

6. PRE-BID CONFERENCE

Pre-Bid Conference of the Bidders will be held as given hereunder so as to clarify bidders' doubts, if any, in respect of the RFP.

Date	Time	Venue
14.10.2020	3.00 PM	Chief Engineer, TSIIC, 5th Floor, Parisrama Bhavanam, Fateh Maidan Road, Basheerbagh, Hyderabad – 500 004.

6.1. No separate communication will be sent for the pre-bid meeting. If the date of meeting is declared as a holiday by the State Government of Telangana subsequent to the issue of this RFP, the next working day will be deemed to be the pre-bid meeting day (there will not be any change in the timing). The Authority may involve its Consultant (s) in the pre-bid meeting to reply to the queries of the Bidders.

6.2. During the course of Pre-Bid Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6.3. The Authority consolidate all the written queries and any further queries that may come up for discussion during the pre-bid meeting and the replies to the queries shall be communicated at the email addresses provided by the respective Bidders. The clarifications of the Authority to the Bidders' queries and the amendment / corrigendum furnished hereof shall become part and parcel of the RFP and the same shall be binding on the Bidders.

6.4. Non-receipt of reply to the queries raised by the Bidders shall not be acceptable as a valid reason for non-submission of the Bid. Please note that non-reply to any query or queries shall not mean that the version of the Bidder as reflected in the query or queries has been accepted by the Authority.

7. MISCELLANEOUS

7.1. The Biding Process shall be governed by, and construed in accordance with, the laws of India and including but not limited to laws of Government of Telangana and TSIIC extant Rules and Regulations in force and as amended from time to time; and the Courts in Hyderabad shall have exclusive jurisdiction in all disputes arising under, pursuant to and/ or in connection with the Biding Process.

7.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

a. suspend and/ or cancel the Biding Process and/ or amend and/ or supplement the Biding Process or modify the dates or other terms and conditions relating thereto;

b. consult with any Bidder in order to receive clarification or further information;

c. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder;

d. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder; and or

e. amend, modify or re-issue the Biding Documents or any part thereof.

7.3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Biding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

Schedule A

Project Details

(a) Details of Road Routine Maintenance Stretches for IALA, Madhapur:

S No	Name of the Road	Name of the Starting Place	Name of the Ending Place	Total Length (KM)	RoW Width
1	2	3	4	5	6
1	Deloitte Road (Inner Road)	ICICI BANK	HITECH ROAD	0.36	18
2	Cyber Gateway Road (Inner Road)	HSBC	HITECH ROAD	0.28	18
3	INORBITMALL ROAD	INORBIT MALL	NCC LIMITED	0.63	36
4	RAIDURGAM CHERUVU ROAD	ILAB CENTER	ITC KOHENUR	0.31	18
5	INNER ROADS	IKEA Store	T-Hub	0.50	18
6	INNER ROADS	T-Hub	Bio Diversity	0.75	45
7	INNER ROADS	T-Hub	Samsung	0.76	36
8	INNER ROADS	T-Hub	Cyient	0.46	36
9	INNER ROADS	My Home	Inner Road	0.61	18
10	INNER ROADS	Inner Road	Inorbit mall	0.54	36

*RoW is Right of Way.

(b) Garbage Collection Areas:

I. IALA, Madhapur

Removal of Garbage from from Cyber Towers, Cyber Gateway & Cyber Perl of IALA, Madhapur and disposal of segregated waste at GHMC Dump Yard situated at Kythalapur, near KPHB Phase IV, Hyderabad.

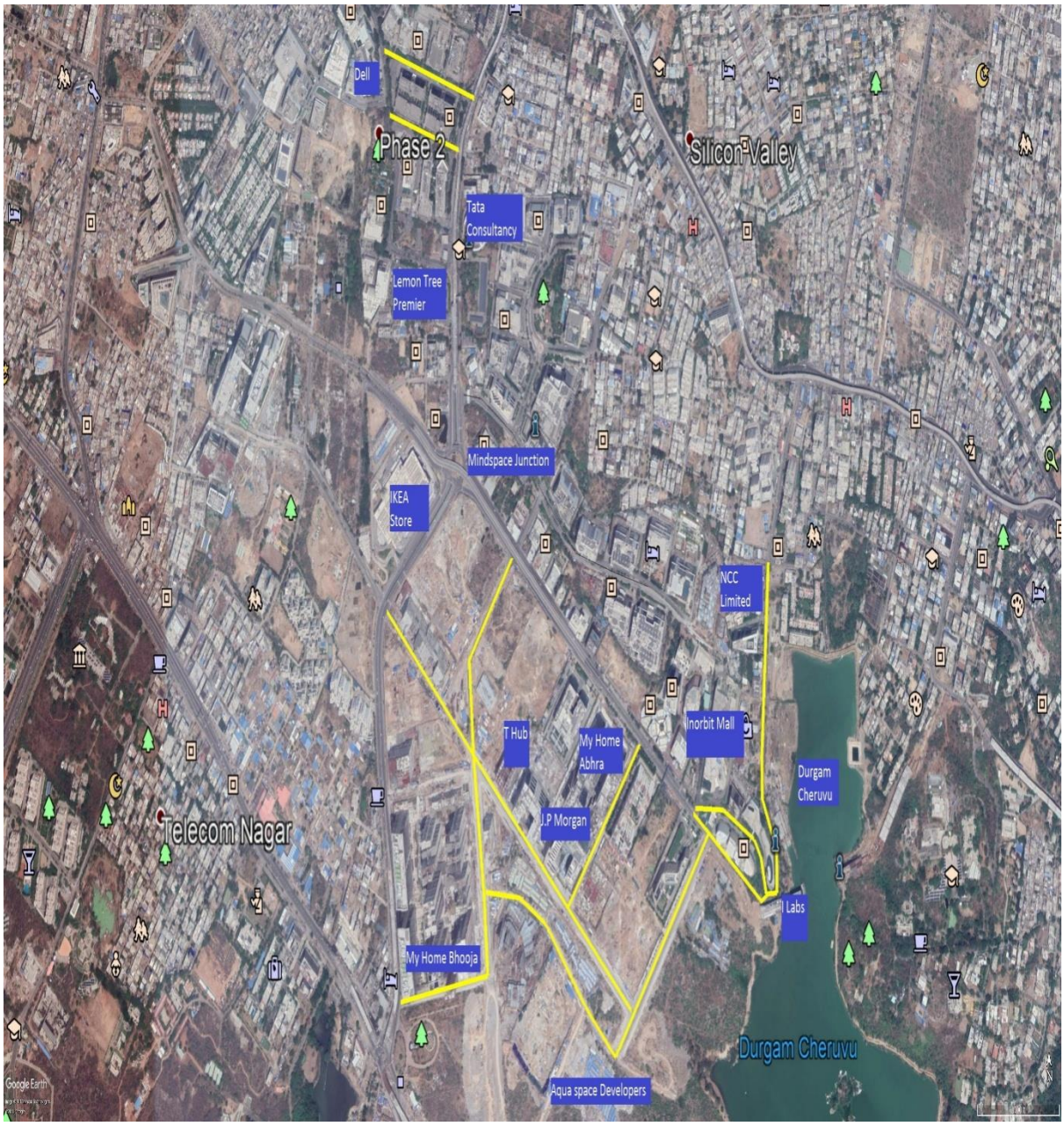
(C) Security & Housekeeping Services:

I. IALA, Madhapur

1. To deploy sufficient number of Security Guards to safeguard the lands and for watch and ward preventing dumping of rock debris and other material, for preventing encroachments and for checking of entry points of IALA in Madhapur, Hyderabad; and

2. Engaging Security Guards of 9 numbers (3 numbers/shift X 3 shifts/day, i.e., 9 Nos /day) at Bio-diversity Park, Raidurg, Hyderabad round the clock to safe guard the Park for watch and ward, preventing the dumping of rock debris and other materials and for preventing encroachments, etc.

Schedule A
Project Details
Google Location Map of the Site: IALA, Madhapur Stretch



SCHEDULE – B

General Specifications & Requirements

I. SWEEPING MACHINES

1. Introduction

Truck Mounted Mechanical Sweeping Machine is required to efficiently clean large flat paved areas like main roads, streets, and commercial areas, residential blocks etc., as per the Scope of Work, with the help of rotating brushes & heavy-duty suction system. The dirt is to be lifted off the ground and sucked through the duct through high pressure suction system and brushes. It should not return any dust to the environment through proper use of dust suppression. The engine should be heavy duty diesel / CNG operated with blower and various hydraulic systems. It should be easy to operate and simple to maintain and should be a high-performance sweeping machine with very low dB creating environment friendly sweeping solution.

All sweeping and dumping operations should be mechanical and all control switches should be provided in the driver's cabin. The filtering, dust collection and emission of exhaust air from the hopper should comply with stipulated environmental norms. All the machines shall be fitted with GPS based vehicle tracking system.

2. General Specifications

2.1. The street sweeping machine shall be complete in all respects including Driver's cabin, electrical, instrumentation, auxiliary items etc. All items essential for the desired operations of the machine, including those specifications which have not been specified, deemed to be part of the Scope of Work for efficient operations.

The body and the hopper shall be fabricated out of heavy-duty high corrosion resistant stainless-steel plate. All steel sheets should be provided with special wear resistant protection coat. Access door shall be provided for removal of the refuse. The tipping cylinder shall be utilized for the discharge. The air duct shall have a filter grid and the rear door shall be hydraulically activated. It should be capable of handling solid & semi solid waste.

2.2. The unit shall have a disc brush with automatic angular adjustments. A suitable flexible hose shall be provided as attachment and water spraying system shall be utilized to suppress the dust through the path inside the unit. Controls and gauges shall be provided ergonomically, and the unit shall be a special purpose vehicle. The sweeping unit shall have automatic adjustment system to bypass horizontal & vertical obstacles. The Vehicle shall have the facility to clean both sides of the road without changing the direction of travel.

2.3. The unit shall be of contemporary design and manufactured as per ISO or its equivalent standards.

2.4. It should be capable of working in wet and dry road conditions without any changeover.

2.5. The Sweeping Machine shall adhere to the following specifications as a minimum capability with proven performance in terms of speed and quality of sweeping.

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

2.4.2. The Sweeping Machine shall be with thick brushes & vacuum suction system so that it should be capable of picking up big size waste and variety of refuses-leaves, littering, plastic, paper & debris - dirt, dust, sand, rubble, silt, wet waste, bottles, small stones, human excreta, cow dung, floating matters, broken glass, pet bottles, other small sized solid waste, etc. from the roads with speed & quality clearance etc.

2.4.3. The machine shall be capable to lift mulched debris through compacting pulverizing impeller fan to give high collection capacity and safe pick - up of broken glass and other sharp objects.

2.4.4. The brush system shall be of rugged quality & strength and shall have sufficient degree of flexibility to adjust in accordance with contour of the road. Blower shall be Straight-through suction system sweeps, vacuum and compacts debris without passing through or wearing out the fan.

2.4.5. The brush mechanism shall be provided with different speeds and shall be capable of picking and guiding the solid waste into the collection hoppers. The Bidder shall specify the nos. of brushes, position of brushes, etc. available in their machine, in Bid document.

2.4.6. The Sweeping Machines shall be provided with efficient system for collection and settlement of dust i.e. preventing dust / dirt flying out in the atmosphere during operation of sweeping activity and collection of waste as well as while collection in hoppers. The machine shall be designed to exhaust only dry/ clean air through system / and water spray shall be operated along the brush for dust suppression as & when required. Machine should be designed such that it shall keep Service Provider & passers-by dust free.

2.4.7. Since Sweeping Machine is to be utilized during any time during 24 hr. day, for effective and safety working operation, adequate lights with proper signal / blinker system shall be provided on the machine. High mounted stop and blinking lights shall be provided as per the extant RTA rules & regulations.

2.4.8. All brushes are to be replaced / refurbished after every 1000 kilometers of sweeping operations.

2.4.9. The collection hopper shall be of adequate capacity and with tipping arrangement. The hopper should be made of stainless-steel material and it should have a thickness of at least 2 mm. The hydraulically controlled lever shall be nearer to Service Provider seat. The machine shall be capable of spraying water with adequate pressure and also able to collect any small pool of stagnant water on roads.

2.4.10. The Sweeping Machine and its equipment shall adhere to all the existing rules and those prescribed from time to time by Regional Transport Authority including air pollution & environment statutory authority's standards and measures in the State.

2.4.11. Fuel tank of machine shall be see-through type and shall give at least 12 hours endurance.

3. Technical Specifications

3.1. The equipment should be able to sweep the road, street etc. at an average speed of at least 6 km/hour and the equipment should be capable of sweeping various materials like leaves, pebbles and stones up to 50 mm size as well as dust. The equipment should have a dust collector container of minimum 5.00 Cu. m. with water tank provision.

3.2. The equipment should have technological arrangement to ensure that the dust content in the exhaust air, from machine is less than the existing / prevailing pollution control norms.

3.3. The equipment should be able to sweep an overall width of minimum 2400 mm in one sweep / pass.

3.4. The entire sweeping operation like lowering and raising of central and side brushes, suction nozzle, operating of sweeping brushes etc. should be hydraulic / pneumatic actuated. The container should have hydraulic tipping facility for dumping the collected material. Further, lowering / lifting and locking / unlocking of the rear dump discharge door. The collector container should also be operated hydraulically. Machine should be able to dump the collected waste directly in to communal storage bin (appx. Loading height 800 mm).

3.5. The sweeper should be capable of traveling at its normal / specified travel speed, when going for dumping / discharge of collected material. The transportation speed is 25 Km/ hour or more.

3.6. The machine should have a wandering hose of 4 m length for cleaning any heaps in inaccessible areas.

3.7. The vacuum suction system should incorporate a cyclonic separator OR other requisite system and required mechanism for filtration system for efficient, trouble free easy to maintain & to ensure that the suction efficiency of the machine is not affected at any time during sweeping, due to dust load and meeting statutory PM-10 Pollution Control Norms.

3.8. The machine should be self-sufficient in all aspects including cleaning of dust load, during sweeping operation - with or without spray of water.

3.9. Machine must be able to handle both wet & dry type of waste without any trouble.

3.10. There should be washing system made up of double stainless-steel water tank total volume not less than 1200 lit with a front spraying bar (washing path 2000 mm) with at least 100 bar.

3.11. The filter deployed in the sweeping machine should be highly efficient and PM-10 compliant capable to sweep in wet condition after rains without clogging with following properties:

a. Complete insolubility to water, oil, vegetable, animal fats and chemicals with five resistant properties (i.e. does not spread flames at any point of operation time).

b. The filtering assembly shall also include a performing cleaning system which shall be easy.

3.12. The sweeping machine should have very low noise levels. It should not exceed prevailing

prescribed rules of Ministry of Environment and Forest, Government of India.

3.13. **Safety System**

The dashboard should be equipped with the following instruments in order to ensure safety of machine:

i. Electric machine electric hour counter
ii. Fuel level indicator
iii. Tachometer
iv. Engine oil warning light
v. Running lights lamp
vi. Position indicators lamp
vii. Hooter button
viii. Key switch
ix. Glow plug warm up warning light
x. Low fuel warning light
xi. Lifted up hopper warning light
xii. Refuse unload door open light
xiii. Battery charging warning light
xiv. High beam lamp
xv. Drive direction switch

3.14. **Spare Parts**

Spare parts and consumables of the road sweeping machine must be available to run the operations without stoppage for want of these materials. Any work stoppage will be levied Damages and the Damages will be deducted from the payments to the Service Provider.

3.15. **Maneuverability**

The sweeping machine should be suitable to the road conditions where it would be deployed.

3.16. **Other Technical Specifications**

S. No.	Description	Minimum Bid requirement
1	Type	Compact Heavy-Duty Sweeper with a minimum of 125 HP engine and two side brooms. Kam Avida or its equivalent.
2	Material of construction	Stainless Steel
3	Dust Control	By water sprinkling nozzles
4	Water tank	Light material with minimum 1000 litres capacity
5	Environmental compliance	Euro IV or BS IV
6	Minimum engine rating	Minimum 125 HP (Engine should be suitably supported with Indian dealer)
7	Cab	Clear vision with power steering
8	Side brooms	Prefab, disposable, Polypropylene/ nylon wireMust be on both side of the sweeper with speed control from cab
9	Tyres	Heavy Duty
10	Hopper dumping	Front or Rear dumping from minimum 1300 mm height
11	Reflective Radium Paint	Reflective radium paint has to be coated to the vehicle as

		per RTA specifications.

II. Autos - Specifications

1. The vehicle shall be well manoeuvrable, diesel fuel, equipped with tipping hopper of capacity 1.5 cubic meter and above, which can be tipped using hydraulic arrangement for direct transfer to the closed tippers.

2. Engine type should be BSIII single cylinder 436CC with 7.5hp at 3600 rpm &wheel base of 2100 mm.

3. The Auto Tipper to have tarpaulin cover.

4. Inside and outside of the vehicle to be painted with enamel paint.

5. The Auto Tippers shall meet with Speed Governor as per the existing RTO regulation.

III. Trucks - Specifications

1. The capacity of the Tipper shall be of at least 10 cubic meters.

2. The truck has to be modified with MS sheets and angle so as to suit to carry solid waste with following specifications.

3. Structure frame 40X40X5 mm angle

4. Side Panelling One side from vehicle 16 gauge MS sheet.

5. Exterior roof: Exterior roof and door panel to be 20 gauges CR sheet.

6. Doors two numbers, door opening 90 degrees with locking arrangements.

7. Painting: Inside and outside with enamel paint.

8. Interior: Interior height will be 5-6 feet from the existing tipper body.

IV. Health & Safety Equipment

To provide the following tools / safety equipment to the workers and the Uniforms:

1. Gloves
2. Mask
3. Caps
4. Gumboots
5. Slippers
6. Cleaning tools & equipment
7. Long handle broom
8. Scrapers, Collection Plate
9. Ghamela
10. Long Back Hoe
11. Drain cleaning equipment
12. Spade

13. Weed cutting machine

APPENDIX I

LETTER FOR THE BID

(On Bidder's Letter Head)

Date:

To
Chief Engineer,
TSIIC Ltd.,
5th Floor, Parishrama Bhavanam,
Fateh Maidan Road, Basheerbagh,
Hyderabad – 500 004.

Sub: _____

With reference to your RFP Document dated ----------, we, having examined all relevant documents and understood their contents, hereby submit our Bid for selection as Service Provider for the subject project. The Bid is unconditional and unqualified.

2. We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Service Provider, and we certify that all information provided in the Bid and in the appendices, are true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.

3. The Bid is being submitted for the express purpose of qualifying as a Selected Bidder for the aforesaid Project.

4. We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Bid.

5. We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. We certify that we are not barred by the Government of Telangana or any other State Government in India or the Government of India, or any public agencies from participating in similar projects as on [---------] (Bid Due Date).

8. We declare that:

a. We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;

b. We do not have any conflict of interest as mentioned in the Biding Documents;

c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any Bid or request for Bid issued by or any agreement entered into with the Authority or any other public-sector enterprise or any government, Central or State; and

d. We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 5 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. We understand that you may cancel the Biding Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Service Provider, without incurring any liability to the Bidders.

9. We believe that we satisfy and meet all the requirements as specified in the RFP and are/is qualified to submit a Bid.

10. We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project for the Project or which relates to a grave offence that outrages the moral sense of the community.

11. We further certify that for matters relating to security and integrity of the country, we have not been charge-sheeted by any Government Service Provider or convicted by any Court of Law.

12. We further certify that no investigation by a regulatory authority is pending either against us or against our chief executive officer or any of our directors/managers/employees.

13. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority and/ or the Government of India in connection with the selection of the Service Provider or in connection with the Biding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

14. We agree and undertake to abide by all the terms and conditions of the RFP.

15. We agree and undertake to be jointly and severally liable for all our obligations as per the provisions set out under the Contract Agreement.

In witness thereof, we submit this Bid under and in accordance with the terms of the RFP.

Yours faithfully,

(Signature, name and designation of the authorized signatory)
(Name and seal of the Bidder)

APPENDIX I – ANNEX I
DETAILS OF BIDDER

1. (a) Name:

(b) Country of incorporation:
(c) Address of the corporate headquarters and its branch office(s), if any, in India:
(d) Date of incorporation and/ or commencement of business (provide a true copy of the incorporation certificate):
(e) PAN Card No.
(f) GST Registration No.

2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:

(a) Name:
(b) Designation:
(c) Company:
(d) Address:
(e) Telephone Number:
(f) e-Mail Address:
(g) Fax Number:

4. Particulars of the Authorized Signatory of the Bidder:
(a) Name:
(b) Designation:
(c) Address:
(d) Phone Number:
(e) Fax Number:

5. In case of a Consortium:

(a) The information above (1-4) should be provided for all the Members of the Consortium.
(b) A copy of the Joint Bidding Agreement, as envisaged in Clause 3.1.13 (f) should be attached to the Application.
(c) Information regarding the role of each Member should be provided as per table below:

S No.	Name of the Member	Role

6. A statement by the Bidder and each of the Members of its Consortium (where applicable)or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is to be given below (Attach extra sheets, if necessary).

APPENDIX II
DETAILS OF ELIGIBLE PROJECTS

Name of the Bidder claiming the experience:

Project O & M Experience:

S No.	Project Category (road sweeping, SWM, etc.)	Project Details
1		1. Project Title: 2. Location: 3. Type of Contract (O& M Contract, Management Contract, etc.) & duration: 4. Year of award: 5. Date of commencement of the project; 6. Project Status (Completed / on-going) with details: 7. Project description: 8. Project Contract value: 9. Complete role of the Bidder: 10. Client (government /private authority) contact person Name, designation and contact details for whom the work was done: 11. Any other relevant information:

a. The above table should contain the summary details that need to be provided for the projects that the Bidder wishes to showcase as relevant eligible experience over the last 5 years.

b. Bidders can showcase a maximum of 5 (five) projects for each of the qualification categories as mentioned in Clause 3.2.1 (Technical Criteria – 2.1 of the Table) of the RFP, considered most relevant by the Bidders.

c. For each project showcased, the following details (along with the supporting documents) should be enclosed to demonstrate the Bidder's fulfillment of qualification criteria as stipulated in Clause 3.2.1 of the RFP:

❖ a work order/contract agreement/certificate from the client for each of the projects showcased. Such documents should at least state the following:

- scope of work and contract type;
- date of award and project commencement date;
- contract duration; and
- a certificate, if any, on the current status of the project.

APPENDIX III
APPROACH & METHODOLOGY

The Bidders have to submit the Technical Proposal along with Project Operations Plan. The Authority may seek clarifications in writing from the Bidders regarding the Technical Proposal. The Financial Bids shall be opened only for those Bidders whose Technical Proposal is found to be in order.

The Technical Proposal has to cover the following things, in addition to any other details that the Bidder may choose to provide for efficient Project operations:

Technical Proposal should essentially consist of:

i. Bidder's understanding of the Project;

ii. Bidders experience in implementing/operation of similar Projects and success stories;

iii. Proposed strategy, approach and methodology for operations of the proposed Project;

iv. Details on Vehicles including mechanical sweepers to be deployed for the Project activities along with their specifications. The vehicles to be deployed to be not more than three years old. The Bidder shall also submit a catalogue and video CDs of the proposed sweeping machines to be deployed for this work.

v. To present the calculations for manpower requirement for various activities of the Project. Proposed organization structure and composition of the project and operational team to be presented, including staff deployment plan, suitable timings for plant operations and roles and responsibilities. Bidders should indicate the number of staff to be sourced locally.

vi. To provide the details on how the system is going to ensure all weather operations and measures for mitigating risks.

vii. Environment, Health & Safety Policy and Practices and to indicate compliance mechanism towards environment, health and safety regulations, as applicable to the Project.

viii. Any other aspects as relevant to Project Operations.

…….. (Name of the Bidder)

…….. (Signature of the Authorized Person)

…….. Name of the Authorized Person.

Appendix IV
FINANCIAL BID
[On the Letter head of the Biding Firm]

Date:

Chief Engineer,
TSIIC Ltd.,
5th Floor, Parishrama Bhavanam,
Fateh Maidan Road, Basheerbagh,
Hyderabad – 500 004.

Sub: Financial Bid for providing comprehensive maintenance services for TSIIC, IALA, Madhapur in the city of Hyderabad.

Sir:

As a part of the Bid for providing services for the subject Project, we hereby submit the following Service Fee as our quote to TSIIC.

Our financial quote for **TSIIC IALA, Madhapur is Rs. _____ (Rupees in words)is our financial quote** as our annual Service Fee (the complete break-up of Service Fee item-wise is as provided in the Annexures – Annexures to Financial Bid)and to be payable by the Authority as per the provisions of the Contract Agreement. The quote excludes applicable GST and GST to be paid by the Authority over and above the above financial quote.

If the Authority selects us as the Service Provider for this Project, we will abide by the above quote, terms and conditions of the RFP. We also understand that, in case of any difference between the quoted amount in words and figures, the quote in words will be taken as final.

We agree that this offer shall remain valid for a period of one hundred and eighty (180) days from the Bid Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

_____
(Signature of Authorized Signatory)
(Name, Title, Address, Date)

Note: 1. The financial Bid to be submitted strictly as per the above format. Non-compliance to the above format shall disqualify the firm's Bid.
Note 2: The Financial Bid to be submitted along with **Annexures to Financial Bid** and non-compliance shall disqualify the firm's Bid.

Appendix–V

Power of Attorney for signing of Bid[$]

(Refer Clause 3.1.7)

Know all men by these presents, We_____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name) _____, son/daughter/wife of _____ and presently residing at _____, who is presently employed with us and holding the position of _____ as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the _____ Project proposed by IALA, MADHAPUR(the "Authority") including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with the Authority.

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

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

For_____

(Signature, name, designation and address)

Witnesses:

1.

2.

Accepted

Notarised

(Signature, name, designation and address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in

[$]To be submitted in original.

favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming apostle certificate.

ANNEXURE–VI
Power of Attorney for Lead Member of Consortium
(Refer Clause 3.1.8)

Whereas the …….. (the "Authority") has invited bids from parties for the …….. Project (the "Project").Whereas, ……., ……..and …….. (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposals and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, …… having our registered office at ……, M/s. ……, having our registered office at ……, and M/s. ……, having our registered office at ……, (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s ……, having its registered office at ……, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Contract is entered into with the Authority.

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

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

For ……..
(Signature, Name & Title)

For ……
(Signature, Name & Title)

For ……..
(Signature, Name & Title)

(Executants)

(To be executed by all the Members of the Consortium)

Witnesses:

1.

2.

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

ANNEXURE VII

FORMAT FOR CONSORTIUM AGREEMENT

(Refer Clause 3.8.3)

(On non-Judicial stamp paper of Rs 100/- to be purchased in the name of any one of the executants i.e., Lead Member or any other member of the Consortium being formed)

THIS Consortium Agreement is entered into on this the …… day of …… 20…

AMONGST

1. M/s……., a Company / Partnership Firm / Sole Proprietorship Organization incorporated under the Act/Laws of …… and having its Registered / Head office at……. (hereinafter called the "Lead Member/First Member" which expression shall include its successors),

2. M/s ……., a Company/Partnership Firm/ Sole Proprietorship Organization incorporated under the Act/Laws of ……. ……. And having its Registered/Head office at…… (hereinafter called the "Second Member" which expression shall include its successors)

and

3. M/s ……., a Company/Partnership Firm/ Sole Proprietorship Organization incorporated under the Act/Laws of ……. ……. And having its Registered/Head office at…… (hereinafter called the "Third Member" which expression shall include its successors)

and

The lead Member / First Member, the Second Member and the Third Member shall collectively hereinafter be called as the "Consortium Members" and collectively referred to as "Parties".

WHEREAS,

(A)Telangana State Industrial Infrastructure Corporation Ltd (TSIIC), 5th Floor, Parishrama Bhavanam, Fateh Maidan Road, Basheerbagh, Hyderabad – 500 004, Telangana, India (hereinafter called the "Authority", which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the Bids") by its Request for Proposal No. …… dated ……(the "RFP") for Providing comprehensive maintenance Services for IALA, Madhapur in the city of Hyderabad(the "Project") as per the Scope of Work as detailed in the RFP and other Bidding documents.

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Consortium Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2.Consortium

2.1.The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.

2.2.The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3.Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) The First Party shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium;

(b) The Second Party shall be the {Financial/O & M Road Maintenance / SWM Member of the Consortium}, and

(c) The Third Party shall be the {Financial/O & M Road Maintenance / SWM Member of the Consortium}.

And Whereas The members of the Consortium together shall strictly comply with the Qualification Criteria stipulated in the Bid Document.

And Whereas bid has been proposed to be submitted to the Authority by the Lead Member based on this Consortium Agreement entered among all the members, signed by all the members.

4. Shareholding

The Parties agree that the proportion of shareholding among the Parties shall be as follows:

First Party:

Second Party:

Third Party:

5. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

i. require any consent or approval not already obtained;

ii. violate any Applicable Law presently in effect and having applicability to it;

iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

Now This Indenture Witnesseth As Under:

In consideration of the above premises, in the event of the Consortium is declared the selected Bidder and awarded the Project, all the parties to this Consortium Agreement do hereby agree and abide themselves as follows:

1.M/s……. shall act as Lead Member for and on behalf of Consortium/ Consortium Members. The said Consortium / Consortium Members further declare and confirm that they shall jointly and severally be bound and shall be fully responsible to the Authority for providing comprehensive maintenance Services for IALA, Madhapur in the city of Hyderabad as per the Scope of Work and other provisions of the RFP.

2. Authorize the Authority to place the Letter of Award (the “LOA”) on the Lead Member and enter into the Contract Agreement and for which we will be obliged for performing all the obligations of the Service Provider in terms of the Contract Agreement for the Project.

3.Any breach of the roles and responsibilities (as specified hereunder) by the other Member(s) of the Consortium Agreement doesn't indemnify the Lead Member and safeguard from performing its duties and full execution of the Contract. In case of default by the other Consortium Member(s), the entire responsibility of financial or otherwise rests with the Lead Member. Lead Member will not be absolved of the responsibility and suitable action may be initiated as per the provisions of the Contract Agreement.

4.If the Authority suffers any loss or damage on account of any breach of the Contract or any shortfall in the performance in meeting the performance guaranteed as per the specifications in detailed in the Contract, the Members(s) of these presents undertake to promptly make good such loss or damages caused to the Authority, on its demand without any demur. The obligation of each of the member is absolute and not independent of the Consortium or any member.

5.The liability of the members of this Consortium Agreement to the Authority with respect to any of the claims arising out of the performance on non-performance of the obligations set forth in this Consortium Agreement, read in conjunction with relevant conditions of the Contract Agreement shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the members of the Consortium agreement. The liability of each member is absolute and not severable.

6.It is expressly understood and agreed between the Members to this Consortium Agreement that the responsibilities inter se amongst the Members shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members shall not in any way be a limitation of joint and several members shall ensure performance under the agreement(s), the same shall be deemed to be a default by all the Consortium Members. It will be open for the Authority to take any steps, punitive and corrective action including the termination of the Contract in case of such default also.

7.This Consortium Agreement shall be construed and interpreted in accordance with the laws of India and shall be subject to exclusive jurisdiction within Hyderabad in all matters arising there under.

8.In case of an award of a Contract, all the Members to the Consortium agreement do hereby agree that Lead Member shall furnish Performance Security by way of an irrevocable & unconditional Bank Guarantee for 5% of the contract value in the prescribed format and as per terms of the Contract Agreement.

9.It is further agreed that the Consortium Agreement shall be irrevocable and shall form an integral part of the Contract Agreement and shall continue to be enforceable till the Authority discharges the same. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated upon return of the EMD by the Authority to the Bidder.

10. This Agreement shall be effective from the date hereof or all purposes and intents.

11. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

In Witness Thereof, the Members to the Consortium Agreement have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of
LEAD MEMBER by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

SECOND PART

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

THIRD PART
(Signature)
(Name)
(Designation)
(Address)
In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Consortium Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. The Consortium Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

APPENDIX VIII

ANTI-COLLUSION CERTIFICATE

(To be executed on stamp paper of appropriate value)

We undertake that, in competing for (and, if the award is made to us, in executing) the Project, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and its subsequent amendments thereof.

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

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or Service Provider in connection with this Bid.

Dated this .....day of ....., 2020

.....
(Name of the Bidder)

.....
(Signature of the Bidder / Authorized Person)

.....
(Name of the Authorized Person)

ANNEXURE - IX

Undertaking for Maintenance of Fair Labor Practices

(Note: This undertaking should be on Rs. 100 bond paper duly notarized)

I / we undertake to follow fair labour practices as per the Acts, Rules applicable in the State of Telangana, for labour engagement, and indemnify the Authority from any labour encumbrances for the workforce employed in our rolls for executing the works awarded to me/ us through this RFP.

I / we further undertake that the following conditions will be maintained by us, failure of which may make the award of contract terminated by the Authority, with duly pointing out the lapses.

I/we undertake to make payment of monthly wages on or before the specified dates of the month and also remit the PF and ESI subscriptions on or before the specified dates.

I/we undertake to submit payment receipts in original for payment of wages, PF and ESI remittances for claiming the monthly payments for our services.

I/We undertake that we shall not use any fraudulent methods to subvert the worker payments and their lawful entitlements and we understand any such practices found and proven will make our contract terminable.

I / we shall maintain the following registers and, submit reports as per relevant Labour Laws and Rules.

I. Register of sanitary workforce employed for this work.
II. Muster roll register of wages deduction and Over-time registers in the forms prescribed.
III. Issue of wage slip one day in advance of payment of wages.
IV. Issue of employment card in form XIV of the relevant Rules.
V. Submission of half-yearly returns by 30th June and 31st December to Labour Department and Authority.
VI. Provision of health and welfare measures, such as crèches and first-aid facilities

My / our office shall be registered under Telangana Shops and Establishment Act, 1988.

Dated this .....day of ....., 2020

.....
(Name of the Bidder)

.....
(Signature of the Bidder / Authorized Person)

.....
(Name of the Authorized Person)

Annexure to Financial Bid (Summary Sheet)
Name of Work : Comprehensive Maintenance for TSIIC IALA, Madhapur in the city of Hyderabad

Bill No.	DESCRIPTION	AMOUNT (Rs.)
	Part A	
1	Road Routine Maintenance work	
2	Garbage Collection	
3	Maintenance of street lighting at Hyderabad Knowledge City	
4	Security Services	
5	Maintenance of Water Supply System	
6	Transporation of collected Garbage / Waste Material	
	Total of Part A	
	Part B	
8	Incident Based Management	
	Total of Part B	
GRAND TOTAL (Part A + Part B)		

Note: This Grand Total amount has to be quoted by the Bidder in its Financial Bid (Appendix IV)

Annexure to Financial Bid (Bid Price - BOQ Wise) - TSIIC IALA, Madhapur						
Item / Bill No.	**Item Description**	**Unit**	**Quantity**	**Unit Rate in figures**	**Unit Rate in Words**	**Total Amount per Annum (Rs.)**
I	**Road Routine Maintenance**					
1.01	Carrying out cleaning, removing of dust / silt / thrash/ plastic /rubbish /garbage from all the carriageways and from the foothpath,verges and complete ROW including all abutting road surfaces, kerbs, side drains attached to the specified roads, footpaths, pavements and open spaces through mechanical means/labour and disposing it at a suitable place as directed by the Project Engineer-in-Charge. It also includes i). routine maintenace and cleaning of road studs and delineators; and ii). such other activities as per the Scope of Work.					
(i)	Divided Carriageway	sqm	61717			
(ii)	Undivided Carriageway	sqm	26396			
1.02	Removal of rank vegetation/weeds and undesirable vegetation from the verges / median and sides of road and in the complete ROW including breaking of clods rough dressing using mechanical means for high berm cutting and disposing at a suitable place as directed by the Project Engineer-in-Charge.					
		sqm	27361			
1.03	Cleaning, clearing rectangular Road side /Median open lined/ Service road/ pucca drains to bring them to original shape, drainage capacity including disposal of sediments, exraneous debris & vegitation growth blocking the free flow with all leads and lifts complete in all respects as directed by the Project Engineer-in-Charge					
		Lm	2560			

1.04	**Maintenance of plants / shurbs in medians/road side** including watering, supplying and spreading farm yard manure @ 0.064 cum/plant, trimming replacement of causalities of similar age, providing and spraying insecticides / pesticides (density of plants @ 333 per km length should be maintained) as per Scope of the Work in the Contract including cleaning small cross drains across the medians complete as per the directions of the Project Engineer-in-Charge. The job also includes the cleaning and removal of spilled over earth from median to main carriageway in the portion adjacent to the kerbs all along the median besides cleaning of longitudinal and cross drains in the median.	Km	2.68			
1.05	**Maintenance of Avenue plantation / shrubs (landscaping) in Earthen Plantation Area / road side** including watering, trimming, replacement of causalities, providing and spraying insecticides / pesticides as per requirements complete as per the directions of the Project Engineer-in-Charge.	Km	0.31			
1.06	Lumsum amount for Maintanance of road furniture such as signboards, Junction Signals, Pedestrian Guard Rails, Solar blinkers.		LS			
	Total of Bill No. I					
II	**Garbage Collection**					
2.01	from Cyer Tower, Cyer Gateway & Cyber Perl of IALA, Madhapur (Lump Sum)		LS			
	Total of Bill No. II					
III	**Maintenance of street lighting at Hyderabad Knowledge City.**					
3.01	Maintenance of street lighting at Hyderabad Knowledge City.		LS			
	Total of Bill No. III					
IV	**Security Services**					
4.01	To deploy sufficient number of Security Guards to safe guard the lands and for watch and ward preventing dumping of rock debris and other material, for preventing encroachments and for checking of entry points of TSIIC - IALA in Madhapur, Hyderabad;		LS			

4.02	Engaging Security Guards of 9 numbers (3 numbers/shift X 3 shifts/day, i.e., 9 Nos /day) at Bio-diversity Park, Raidurg, Hyderabad round the clock to safe guard the Park for watch and ward, preventing the dumping of rock debris and other materials and for preventing encroachments, etc.	No.	9			
	Total of Bill No. IV					
V	**Maintenance of water supply system**					
5.01	Maintenance of water supply system in software units' layout at Madhapur, Hyderabad		LS			
	Total of Bill No. V					
VI	**Transporation of collected Garbage / Waste Material**					
6.01	Transporation of the collected Municipal Solid Waste (MSW) from all the activities as per the Scope of Work, to GHMC dump yard situated at Kythalapur, near KPHB Colony Phase IV, Hyderabad.		LS			
	Total of Bill No. VI					
VII	**Incident Based Management (Quantities as mentioned are for Bid comparision only)**					
7.01	Filling Pot-holes and Patch Repairs with suitable bituminous concrete by removal of all failed material, trimming of completed excavation to provide firm vertical faces, cleaning of surface, painting of tack coat on the sides and base of excavation, back filling the pot holes with hot bituminous material, compacting, trimming and finishing the surface to form a smooth continuous surface, all as per MORT & H Specifications and as directed by the Project Engineer-in-Charge.	Sqm	18693			
7.02	Application of crusher dust to areas of road where bleeding of excess bitumen has occurred, as per requirements and as directed by the Project Engineer-in-Charge.	sqm	1869			
7.03	Painting all types of pavement markings as and when required including lines, dashes, arrows etc on roads as per relevant IRC / MOST Specifications after cleaning the surface complete in all respects as directed by the Project Engineer with hot applied Thermoplastic compound conforming to MOST specifications.	sqm	200			

7.04	Painting the kerb stones as and when required with 1st quality synthetic enamel paint of approved brand in alternate bands of specified width in black and white colour as per relevant IRC / MOST specifications after cleaning with water and repairs to the surface complete in all respects as directed by the Project Engineer-in-Charge.	sqm	3000			
7.05	Painting all types of existing railing / fencing as and when required with two coats of syntetic enamel paint of approved brand after cleaning and removing all dust and rust from the surface complete in all respects as directed by the Project Engineer-in-Charge.	Rmt	4000			
7.06	Providing new kerbs as and when required in M-20 grade concrete to match with the existing including form work, casting curing, painting with 2 coats by 1st quality synthatic enamel paint etc. complete in all respects confirming to relevant MORTH clause and as directed by the Project Engineer-in-Charge.					
a	Median kerbs	Rmt	250			
b	Footpath inner kerbs	Rmt	50			
c	Footpath outer kerbs	Rmt	50			
7.07	Replacing damaged interlocking tiles in M-20 grade concrete in footpath matching with existing interlocking tiles including form work, casting, curing etc as per drawing complete in all respect as directed by the Project Engineer-in-Charge.	sqm	500			
7.08	Repair of damaged median fencing including its painting	Mtr	250			
	Total of Bill No. VII					
*Please note that the Quantities as shown against Incident Based Management are for Bid comparision purpose only and actual payments shall be based on the provisions of the Contract Agreement and actual work done as per Project requirements and as directed by the Project Engineer-in-Charge.						

Field Assessment Report - Summary of Road Quantity (TSIIC IALA, Madhapur)

S.No	Name of the Road	Name of the Starting Place	Name of the Ending Place	Total Length (KM)	BT Road / CC Road	Divided / Undivided	ROW Width	ROW Area	Carriage way Width	Carriage-way Area	Median Width	Median Area	Footpath Width	Footpath Area	Earthen Shoulder Width	Earthen Shoulder Area	Earthen Plantation Width	Earthen Plantation Area
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
1	Deloitte Road (Inner Road)	ICICI BANK	HITECH ROAD	0.36	BT Road	Undivided	18	6480	10	3600	-	-	4.50	1,620	3.50	1,260	-	-
2	Cyber Gateway Road(Inner Road)	HSBC	HITECH ROAD	0.28	BT Road	Undivided	18	5040	10	2800	-	-	3.80	1,064	4.20	1,176	-	-
3	INORBITMALL ROAD	INORBIT MALL	NCC LIMITED	0.63	BT Road	Divided	36	22680	24.6	15498	2.30	1,449	2.90	1,827	1.50	945	-	-
4	RAIDURGAM CHERUVU ROAD	ILAB CENTER	ITC KOHENUR	0.31	BT Road	Undivided	18	5580	15.2	4712	-	-		-	2.80	868	1.20	372
5	INNER ROADS	IKEA Store	T-Hub	0.5	BT Road	Undivided	18	9000	9	4500	-	-	-	-	9.00	4,500	-	-
6	INNER ROADS	T-Hub	Bio Diversity	0.75	BT Road	Divided	36	27000	16.8	12600	1.30	975	10.70	8,025	7.20	5,400	-	-
7	INNER ROADS	T-Hub	Samsung	0.76	BT Road	Divided	36	27360	17.5	13300	1.20	912	-	-	17.30	13,148	-	-
8	INNER ROADS	T-Hub	Cyient	0.46	BT Road	Undivided	36	16560	8	3680	-	-		-	28.00	12,880	-	-
9	INNER ROADS	My Home	Inner Road	0.61	BT Road	Undivided	18	10980	7.6	4636	-	-		-	10.40	6,344	-	-
10	INNER ROADS	Inner Road	Inorbitmall	0.54	BT Road	Divided	36	19440	18.1	9774	1.50	810		-	16.40	8,856	-	-
	Total			**5.20**														

Summary Sheet for Road Quantity

	BT Road	CC Road	Divided Carriage way	Undivided Carriage-way
Length (Km)	5.2	-	2.68	2.52
Carriageway Area	75100	-	51172	23928
Median Length	2.68	-		
Median Area	4,146.00	-		
Footpath Length	2.02	-	0.63	1.39
Footpath Area	12,536	-	1,827	10,709
Earthen Shoulder Length	4.57	-		
Earthen Shoulder Area	55,377.00	-		
Earthen Plantation Length	0.31	-		
Earthen Plantation Area	372.00	-		

Field Assessment Report - TSIIC IALA, Madhapur Road Quantity Survey Details															
S No	Name of the Road	Name of the Starting Place	Name of the Ending Place	Total Length (KM)	ROW Width	Area (smt)	Width (LHS)			Width (RHS)		Area			
							Earthen Shoulder	Earthen Plantation Area	Median Width (m)	Earthen Shoulder	Earthen Plantation width	Median Area	Earthen Shoulder Area in Sq.m	Earthen Plantation Area Sq.m	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
1	Deloitte Road (Inner Road)	ICICI BANK	HITECH ROAD	0.36	18	6480	1.10	-	-	3.50	-	-	1,656	-	
2	Cyber Gateway Road (Inner Road)	HSBC	HITECH ROAD	0.28	18	5040	1.10	-	-	4.20	-	-	1,484	-	
3	INORBITMALL ROAD	Inorbit Mall	NCC LIMITED	0.63	36	22680	-	-	2.30	1.50	-	1,449	945	-	
4	RAIDURGAM CHERUVU ROAD	ILAB CENTER	ITC KOHENUR	0.31	18	5580	2.80	-	-	2.80	1.20	-	1,736	372	
5	INNER ROADS	IKEA Store	T-Hub	0.50	18	9000	3.20	-	-	3.20	9.00	-	3,200	4,500	
6	INNER ROADS	T-Hub	Bio Diversity	0.75	45	33750	1.10	-	1.30	1.10	7.20	975	1,650	5,400	
7	INNER ROADS	T-Hub	Samsung	0.76	36	27360	3.10	-	1.20	3.20	17.30	912	4,788	13,148	
8	INNER ROADS	T-Hub	Cyient	0.46	36	16560	4.20	-	-	3.70	28.00	-	3,634	12,880	
9	INNER ROADS	My Home	Inner Road	0.61	18	10980	2.00	-	-	2.00	10.40	-	2,440	6,344	
10	INNER ROADS	Inner Road	Inorbitmall	0.54	36	19440	3.10	-	1.50	3.20	16.40	810	3,402	8,856	
	Total			**5.20**		**156870**									

Field Assessment Report - TSIIC IALA, Madhapur Other Details										
S.No	Name of the Road	Name of the Starting Place	Name of the Ending Place	Total Length (KM)	Street Lighting	Junction Details		Other Information		
					Central/ Road Side/ Nil	Type	Signalized/ Nonsignalized	Sign Boards	Plantation	Solar blinkers
1	2	3	4	5	6	7	8	9	10	11
1	Deloitte Road (Inner Road)	ICICI BANK	HITECH ROAD	0.36	LHS RoadSide-12	3	Nonsignalized	-	Trees (LHS+RHS)	2 dameged
2	Cyber Gateway Road(Inner Road)	HSBC	HITECH ROAD	0.28	LHS RoadSide-9	3	Nonsignalized	1	Trees (LHS+RHS)	Good
3	INORBIT MALL ROAD	Inorbit Mall	NCC LIMITED	0.63	Central-40 LHS+RHS-26	3	Signalized	4	No Plantation	7 dameged & Remaing Good
4	RAIDURGAM CHERUVU ROAD	ILAB CENTER	ITC KOHENUR	0.31	LHS+RHS	3	Nonsignalized	-	Trees	Good
5	INNER ROADS	IKEA Store	T-Hub	0.50	LHS+RHS- 30	-	-	No	Small Trees	No
6	INNER ROADS	T-Hub	Bio Diversity	0.75	LHS+RHS-35	-	-	No	Small Trees	No
7	INNER ROADS	T-Hub	Samsung	0.76	LHS+RHS-40	-	-	No	No	No
8	INNER ROADS	T-Hub	Cyient	0.46	LHS+RHS-35	-	-	No	No	No
9	INNER ROADS	My Home	Inner Road	0.61	LHS+RHS-30	-	-	No	No	No
10	INNER ROADS	Inner Road	Inorbitmall	0.54	LHS+RHS-20	-	-	No	Small Trees	No

Pedetrian Guard Rail
12
No
-
-
-
No
No
No
No
No
No

TSIIC Industrial Area Local Authority, Madhapur. (TSIIC IALA, MADHAPUR)

DRAFT CONTRACT AGREEMENT

FOR

PROVIDING COMPREHENSIVE ROUTINE MAINTENANCE SERVICES OF ROAD SWEEPING, LITTER COLLECTION, ROAD VERGE MAINTENANCE, DRAINS CLEANING, MAINTENANCE OF STREET LIGHTS (AT KNOWLEDGE CITY), WATER SUPPLY SYSTEM, ROAD POT HOLES REPAIR & PATCH WORK, HANDLING OF COMMERCIAL & BULK SOLID WASTE ALONG WITH SECURITY SERVICES FOR TSIIC, IALA, MADHAPUR IN THE CITY OF HYDERABAD.

Table of Contents

ARTICLE 1: DEFINITIONS AND INTERPRETATION....5
1.1 Definitions....5
1.2 Interpretation....5
1.3 Priority of Agreements and errors/discrepancies....6
ARTICLE 2: SCOPE OF WORK....7
2.1 Scope of Work....7
2.2 Service Conditions....12
ARTICLE 3: THE CONTRACT....14
3.1. The Contract....14
ARTICLE 4: PAYMENT FOR THE SERVICE....14
4.1. Payment for the Services....14
ARTICLE 5: OBLIGATIONS OF THE SERVICE PROVIDER....15
5.1. Obligations of the Service Provider....16
5.2. Overriding powers of the Authority....17
ARTICLE 6: OBLIGATIONS OF THE AUTHORITY....17
6.1 Obligations of the Authority....17
ARTICLE 7: REPRESENTATIONS AND WARANTIES....18
7.1. Representations and Warranties of the Service Provider....18
7.2. Representations and Warranties of the Authority....18
ARTICLE 8. DISCLAIMER....18
8.1 Disclaimer....18
ARTICLE 9: PERFORMANCE SECURITY....19
9.1 Performance Security....19
9.2 Appropriation of Performance Security....19
ARTICLE 10: PROJECT COMMENCEMENT DATE....19
10.1 Project Commencement Date....19
10.2. Damages for Delay....20
ARTICLE 11. CHANGE OF SCOPE....20
11.1 Change of Scope....20
ARTICLE 12: DAMAGES....20
12.1. Damages....20
ARTICLE 13: SAFETY REQUIREMENTS....22
13.1 Safety Requirements....22
ARTICLE 14: MONITORING OF OPERATIONS AND MAINTENANCE....22
14.1 Quarterly status reports....22
ARTICLE 15: INSURANCE....22
15.1 Insurance during Contract Period....22
15.2 Application of insurance proceeds....22
ARTICLE 16: FORCE MAJEURE....22
16.1 Force Majeure....22
16.2 Force Majeure Event....22
16.3 Duty to report Force Majeure Event....23
16.4 Dispute resolution....23
16.5 Excuse from performance of obligations....23
ARTICLE 17: COMPENSATION FOR BREACH OF AGREEMENT....23
17.1 Compensation for default by the Service Provider....23
ARTICLE 18: TERMINATION....23
18.1 Termination for Service Provider Default....23
18.2. Other rights and obligations of the Authority....24

ARTICLE 19: ASSIGNMENT AND CHARGES 24
19.1 Restrictions on assignment and charges.....24
ARTICLE 20: LIABILITY AND INDEMNITY.....24
20.1 General indemnity.....24
20.2 Indemnity by the Service Provider.....24
20.3 No consequential claims 25
20.4 Survival on Termination.....25
ARTICLE 21: DISPUTE RESOLUTION.....25
21.1 Dispute resolution.....25
21.2 Conciliation 25
ARTICLE 22: REDRESSAL OF PUBLIC GRIEVANCES 25
22.1 Redressal of complaints.....25
ARTICLE 23: MISCELLANEOUS.....26
23.1 Governing law and jurisdiction.....26
23.2 Survival.....26
23.3 Entire Agreement 26
23.4 Severability.....26
23.5 No partnership.....27
23.6 Third Parties.....27
23.7 Successors and Assigns.....27
23.8 Language.....27
ARTICLE 24: DEFINITIONS.....27
24.1 Definitions.....27
SCHEDULES.....31

CONTRACT AGREEMENT

THIS AGREEMENT is entered into on this the *** day of ***, 20**

BETWEEN

1. Telangana State Industrial Infrastructure Corporation Limited, IALA, MADHAPUR, represented by its ---------- and having its principal offices at Cyberabad, Financial District, Hyderabad (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of ONE PART;

AND

2. ----------, a {registered firm / company incorporated under the provisions of the Companies Act, 1956/2013} and having its registered office at ----------, (hereinafter refer to as the "Service Provider" which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) represented by ---------- the Authorized Signatory, as authorized vide {Board Resolution dated ----------} of the SECOND PART;

WHEREAS:

A. With an objective to have a comprehensive routine maintenance contract covering mechanical road sweeping, litter collection, road verge maintenance, drains cleaning, water supply system, Road Pot-holes Repair & Patch Work and handling of commercial & bulk solid waste along with security services for IALA, Madhapur in the city of Hyderabad (the "Project") and to ensure hygiene, operational efficiency and environmental management, TSIIC, Industrial Area Local Authority, Madhapur., (the "Authority") intends to engage specialized agencies to carry out the work as per the Scope of Work as defined in this Contract Agreement.

B. The Authority accordingly has decided to carry out the bidding process for selection of a private entity (the "Service Provider") to whom the Project may be awarded in accordance with the terms and conditions to be set forth in a Contract Agreement to be entered into. The work package will be offered for 3 (three) years with an option to renew the contract for an additional period of 2 (two) years at the discretion of the Authority.

C. The Authority had prescribed the technical and commercial terms and conditions, and invited bids to carry out the above referred Project by its RFP Notice No. XXXXXX dated XXXXX (the "RFP Notice") for undertaking the Project.

D. {the Consortium vide their Consortium Agreement dated …….. has requested the Authority to issue the letter of award on the Lead Member of the Consortium as the entity which shall undertake and perform the obligations and exercise the rights of the Consortium under the LOA, including the obligation to enter into this Contract Agreement pursuant to the LOA for undertaking the Project, on behalf of all the Members of the Consortium}.

E. After evaluation of the bids received, the Authority had accepted the bid of the Selected Bidder …….. (selected bidder/Consortium) and issued its letter of award No. *** dated *** (hereinafter called the "LOA") to the Selected Bidder …… {selected bidder /

Consortium} requiring, inter alia, the execution of this Contract Agreement within 14 days of the date of issue thereof.

F. The Service Provider has accordingly agreed to enter into this Contract Agreement with the Authority for execution of the Project, subject to and on the terms and conditions set forth hereinafter.

NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this Contract Agreement, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1. Definitions

The words and expressions beginning with capital letters and defined in this Agreement (including those in Article 24) shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

1.2. Interpretation

1.2.1. In this Agreement, unless the context otherwise requires,

a. The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;

b. any reference to any period of time shall mean a reference to that according to Indian Standard Time;

c. any reference to a day shall mean a reference to a calendar day;

d. references to a "business day" shall be construed as a reference to a day (other than a Sunday) on which banks in Hyderabad are generally open for business;

e. any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;

f. references to any date or period shall mean and include such date or period as may be extended pursuant to this Agreement;

g. any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;

h. any reference, at any time, to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause shall not operate so as to increase

liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;

i. any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such Party in this behalf and not otherwise;

j. the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;

k. references to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Agreement, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement or of the Schedule in which such reference appears; and

l. the damages payable by the Service Provider, as set forth in this Agreement, whether on per diem basis or otherwise, are genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority entitled to receive the same and are not by way of penalty (the "Damages").

1.2.2 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Service Provider to the Authority shall be provided free of cost and in three copies, and if the Authority is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain two copies thereof. The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

1.2.3 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning.

1.3. Priority of Agreements and errors/discrepancies

1.3.1. This agreement, and all other agreements and documents forming part of this agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this agreement, the priority of this agreement and other documents and agreements forming part hereof shall, in the event of any conflict between them, be in the following order:

a) this agreement; and

b) all other agreements and documents forming part hereof;

i.e. the agreement at (a) above shall prevail over the agreements and documents at (b) above.

1.3.2. In case of ambiguities or discrepancies within this Agreement, the following shall apply:

a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;

b) between the Clauses of this agreement and the Schedules, the Clauses shall prevail; and

c) between any value written in numerals and that in words, the latter shall prevail.

ARTICLE 2: SCOPE OF WORK

2.1. Scope of Work

The Project activities for TSIIC, IALA, Madhapur have been divided into:

(a) Road Routine Maintenance Activities for a length admeasuring 5.200 Km as detailed in Schedule A.
(b) Garbage Collection from Cyber Tower, Cyber Gateway & Cyber Perl of IALA, Madhapur.
(c) Maintenance of LED streetlights from ITC Hotel to Biodiversity Park and from I-Labs to Nectar Gardens in Hyderabad Knowledge City under IALA, Madhapur, Hyderabad.
(d) Security Services.
(e) Maintenance of water supply system.
(f) Transportation of collected garbage/waste material to the dump yard / landfill / Treatment Centre as designated by the Authority.
(g) Development and maintenance of a dedicated area to be earmarked by the Authority as "Maintenance vehicles Parking and primary storage / waste segregation / nursery and greenery area".

The Scope of Work for the above Project activities include:

(a) Road Routine Maintenance Activities:

1. Mechanical sweeping of entire road lengths and removing of dust/ thrash / plastic / rubbish / garbage / waste from the carriageway, footpaths and verges (excluding the verges of central median) **daily in divided carriageways and on alternate days in undivided carriageways**, from one end to the other end of the designated roads and streets including all abutting road surfaces, kerbs, side drains attached to the specified roads, footpaths, pavements and open spaces.

   Manual sweepers of required quantity shall also have to be deployed for removal of animal carcasses and for cleaning the narrow lanes where there is a difficulty in operation of the sweeping machines and also for cleaning of the sides of the road, and odd and uneven places and the pedestrian lanes and verges where the machine cannot be operated;

2. One Operator along with a helper have to be deployed with the mechanical sweeping machine;

3. The Service Provider has to deploy **Truck Mounted** Mechanical Sweeping Machines (not more than 3 years old and in working condition) as per the requirements of the Project and to ensure adequate reserve machines so that work is not hampered. The maintenance of machines will be the responsibility of the Service Provider.

4. Sweeping machine to be deployed to work between 10 PM – 8 AM or as directed by the Authority.

5. Cleaning and removal of garbage, litter, silt or blocks from the road / street side shallow surface drains daily;

6. Sweeping and litter collection in bus shelters, subways, traffic islands and any other structure abutting the main road daily;

7. Removal of rank vegetation / weeds and undesirable vegetation from shoulders, embankment slopes up to toe line on both sides complete in respects including breaking of clods, rough dressing and disposal of waste material and vegetation at the Authority designated place;

8. Maintenance of plants / shrubs in medians/road side including watering, supplying and spreading farm yard manure @ 0.064 cum/plant, trimming replacement of causalities of similar age, providing and spraying insecticides / pesticides (density of plants @ 333 per km length should be maintained) including cleaning small cross drains across the medians complete as per the directions of the Project Engineer-in-Charge. The job also includes the cleaning and removal of spilled over earth from median to main carriageway in the portion adjacent to the kerbs all along the median besides cleaning of longitudinal and cross drains in the median.

9. Maintenance of Avenue plantation / shrubs (landscaping) in Earthen Plantation Area / roadside including watering, trimming, replacement of causalities, providing and spraying insecticides / pesticides as per requirements complete as per the directions of the Project Engineer-in-Charge.

10. Cleaning rectangular Road side / Median open lined / Service road / pucca drains to bring them to original shape, drainage capacity including disposal of sediments, extraneous debris & vegetation growth blocking the free flow from the site with all leads and lifts complete in all respects as directed by the Project Engineer-in-Charge;

11. Clear the clogging garbage and silt for ensuring free flow of water at the places of water logging and water stagnation;

12. Removing earthen heaps / berm cutting;

13. Cleaning of surface drains: collection of waste from clogged drains up to 0.6 metre depth including removing of obstacles under the cover drains in front of buildings, removal of manhole silt from the roadside, uprooting of weeds alongside the road /street.

14. To remove all tree trimmings and garden waste on the roadside.

15. To carry out road routine and ad-hoc maintenance (Incident based) which shall include, amongst others, activities such as:

    - Repairing Potholes
    - Crack Sealing
    - Asphalt Treatment
    - Road Sign Boards Maintenance
    - Road Markings
    - Pedestrian Guard Rails and supplementary road furniture repairs

- Solar Blinkers
- Repairs to accident damaged road assets.

Filling Pot-holes and Patch Repairs to be with suitable bituminous concrete by removal of all failed material, trimming of completed excavation to provide firm vertical faces, cleaning of surface, painting of tack coat on the sides and base of excavation, back filling the pot holes with hot bituminous material, compacting, trimming and finishing the surface to form a smooth continuous surface, all as per MORT & H Specifications and as directed by the Project Engineer-in-Charge.

Road routine maintenance includes the planned ongoing works and activities required to ensure public safety, repair small defects and to maintain the road in the required condition and Ad-hoc maintenance activities such as carrying out of unscheduled maintenance occasioned by irregular events like accidents, natural failures, abnormal weather and such other similar things. The activity is incident based and has to be carried out as per the directions of the Project Engineer-in-Charge.

16. **Road property management:** The Service Provider shall ensure the maximum availability and efficient utilization of the assets for the Authority. This shall also include the protection of the right of way from encroachments and other unauthorized activities. For this purpose, the Service Provider shall have to draw up a comprehensive asset register detailing the condition of the entire existing road assets. This asset register shall be maintained and updated regularly after any additions to the infrastructure.

    Any damage or loss to asset of the road like signages, delineators, boards etc. due to theft or due to negligence of the Service Provider shall be fully recoverable.

17. The waste collected from sweeping should be unloaded at only specified locations designated by the Authority. Dumping of the material in any unspecified place will be considered a serious violation of the contractual terms and necessary legal actions will be initiated as per the prevailing environmental regulations.

(b) Garbage Collection Activities

1. Deploying of vehicles (not more than three years old and in working condition), requisite man power, comprehensive maintenance, consumables, safe deposit of solid waste, the dirt or filth and any other items required for carrying out the operations complete in all respects.

2. Deploying the vehicles along with tools and equipment as per the requirements of the Project and to ensure adequate reserve vehicles so that work is not hampered in case of break-down of any vehicle. For primary collection of waste Tata Ace / Auto tipper or any other suitable vehicle may be deployed.

3. Collection of source-segregated solid waste (wet, dry and hazardous waste separately) at appointed places within the buildings or premises of the Bulk Waste Generators;

4. Collection of wet solid waste on daily basis and dry solid waste twice in a week. However, dry waste collection to be done on specified days of a week and to ensure that all

commercial & bulk waste generators are covered more than twice in a week if so required.

5. To collect e-waste and any other hazardous waste generated from the households and commercial establishments once in a month and transport them to the authorized / designated disposal sites. For this the Contractor must enter into arrangements with such authorized disposal sites / agencies.

6. The Service Provider has to deploy the required number of sanitation workers to collect waste from the Commercial & Bulk Solid Waste generators. Collection waste to be as per approved scheduled timing in consultation with the residents and the Authority.

7. Sufficient number of polyethylene tarpaulin bags and bins for collecting source separated dry recyclable waste to be used.

8. To clear any additional waste generated during special occasions (such as festivals, marriage functions, etc.) by making an extra trip.

9. Responsible for handling increase in waste generation on account of increase in establishments, increase in per capita waste generation, etc., during the Contract Period.

10. To maintain a record of the establishments covered and to note all the exceptions such as non-cooperation in handing over of waste with sufficient evidence, etc., and the Report to be submitted to the Authority once in a month.

(c) Maintenance of LED streetlights from ITC Hotel to Biodiversity Park and from I-Labs to Nectar Gardens in Hyderabad Knowledge City under IALA, Madhapur, Hyderabad

1. Maintenance of 160 numbers of 150 watt LED street light fittings and 4 numbers of 150 watt LED flood light fittings from ITC Hotel to Biodiversity Park.

2. Maintenance of 76 numbers of 90 watt LED street light fittings from I-labs to Nectar Gardens.

3. Maintenance of 12 meter long high mast poles with 200 watt LED flood lights.

Maintenance includes a). engaging one skilled Electrician and one semi-skilled Electrician for repairs and maintenance of streetlight fittings, b). engaging crane for removing and replacement of LED streetlight fixtures as and when required, c). replacement of 150 watt LED driver for burnt / faulty drivers as and when required, d). replacement of damaged cables with 4 core 16 sq mm, 3.5 core 25 sq mm and 3.5 core 50 sq mm XLPE UG LT cables as and when required, e). replacement of HDPE pipes with 63 mm outer dia and 78 m dia out as and when required and f). replacement of damaged Timers, Contractors, MCBs and SPDs as and when required.

(d) Security & Housekeeping Services

I. IALA, Madhapur

1. To deploy sufficient number of Security Guards to safeguard the lands and for watch and ward preventing dumping of rock debris and other material, for preventing encroachments and for checking of entry points of IALA in Madhapur, Hyderabad; and

2. Engaging Security Guards of 9 numbers (3 numbers/shift X 3 shifts/day, i.e., 9 Nos /day) at Bio-diversity Park, Raidurg, Hyderabad round the clock to safe guard the Park for watch and ward, preventing the dumping of rock debris and other materials and for preventing encroachments, etc.

(e) Maintenance of water supply system

1. Maintenance of water supply system in software units' layout at Madhapur, Hyderabad by engaging one person round the clock for taking water meter readings;

2. To attend to minor repairs by engaging plumber, as per requirements with necessary tools for smooth operation, arresting leakages of valves, if any;

3. Taking daily water meter readings of each unit and submit a detailed statement of water supplied by HMWS & SB and water supplied to each unit by 1st of every month or as directed by the Project Engineer-in-Charge to Zonal Office, Cyberabad for raising water bills; and

4. To serve water bills to each and every unit.

(f) Transportation of collected waste

1. Transfer of the collected Municipal Solid Waste (MSW) from all the above activities to the dump yard situated at Kythalapur, near KPHB Colony, Phase IV, Hyderabad or any other landfill facility / treatment facility as designated by the Authority, if so required at a later date.

2. The wet waste collected to be transported to the designated dump yard using closed trucks / compactors.

3. Bio-degradable and non-biodegradable waste shall not be mixed either at the time of collection or during transportation; and

4. To ensure that waste does not touch the ground and to ensure that there would not be any accumulation and spill overs during transportation.

(g) Parking and primary storage / segregation of waste / greenery area

1. Development of a dedicated area to be earmarked by the Authority as "Maintenance vehicles Parking and primary storage / segregation of waste / nursery and greenery area".

2. Out of the land made available, 300 square meters to be developed for Maintenance vehicles Parking and primary storage / waste segregation area and rest for development of nursery and greenery.

3. Maintenance of the facility during the Contract Period.

2.2. Service Conditions

1. The Service Provider shall submit Operations and Maintenance Manual showing standard operation procedures including a list of Do's & Don'ts, blown up views of all major components and subassembly, detailed procedure for overhauling and replacement of each component, troubleshooting and remedies, lubrication schedule and preventive maintenance checklist for daily, and after 2500 hrs., and 10000, 25000, and 40,000 hrs., schedules for Mechanical Road Sweepers. To provide two sets of Service Provider's and maintenance manual to the Authority.

2. The mechanical sweeping machines shall display "ON TSIIC, IALA, MADHAPUR DUTY" and telephone number(s) for lodging any complaints by the citizen and road users. The telephone number(s) should be linked to the central control room that monitors the services.

3. In case of any mishap/accident happening due to the machine operation on road or at the site of the machine working, the Service Provider shall take the complete responsibility for the occurrence. The Service Provider is responsible for registering a police complaint and attending to further legal processes and the Authority shall not be liable in whatsoever manner for such occurrences.

4. The Service Provider's work should not affect or stop the traffic flow on the roads at the time of sweeping of the roads.

5. The Service Provider shall not put any hindrance to any other works, being carried out on the roads, without the authorization of the Authority. The Service Provider shall have to allow the other party to work and adjust his work accordingly and no claim shall be entertained on this account. In case of any dispute the decision of the Authority shall be final and binding upon all the parties concerned.

6. To ensure that insurance is taken for each and every machine/vehicle and should comply with applicable RTO norms. The Service Provider shall pay all RTO related expenses such as taxes, permit fee, Pollution Under Control certificate etc., for all the vehicles used for the Project execution.

7. The plastics, fabrics, coconut chips, metals, rubber, etc., collected during street sweeping to be grouped as non-biodegradable, inert like silica/sand etc., to be grouped as inert and should not be mixed with degradable organic waste. Similarly, the vegetable waste, food waste thrown out by hotels, social functions, animal wastes etc., should not be mixed with non-degradable waste.

8. To ensure that all the SWM vehicles are cleaned/washed and disinfected every day.

9. All the vehicles shall have to be painted green with Work Package name along with the Service Provider name and contact number.

10. Multiple handling of wastes should be avoided.

11. The Service Provider is fully responsible for carrying out required repairs and maintenance to vehicles at periodic intervals at their own cost.

12. All road routine maintenance activities shall be carried out in accordance with Ministry of Road Transport & Highways (MORT&H) specifications and relevant IRC codes.

13. All the machines deployed should be provided with real time GPS vehicle tracking system along with RFID tagging. The vehicles should also be fitted with CCTV cameras for real time video recording of the work done at the designated Zone(s). The Service Provider shall provide fortnightly data of the same to the Authority and shall keep back up data for two months.

14. To adhere to norms of Minimum Wages Act and other applicable labour laws including PF/ESIC etc., Salaries of all the employees are to be paid on time as per applicable rules governed by labour laws in the state. It shall be duty of Service Provider to ensure proper documentation as per various Labour Laws is maintained. To this effect the bidder is required to provide an undertaking as per the proforma given in Appendix IX.

15. To organize water required for the sweeping operations.

16. To ensure placement of Safety device(s) and signage(s) at work site during working hours, as per MORT & H [Ministry of Road Transport & Highways] Specifications.

17. Repair and maintenance of sweeping machines/replacement of spare parts shall be done as per the OEM manual of the equipment / machines.

18. To ensure that the sweeping machines and other associated fleet of vehicles are kept clean and tidy during operations. Washing of vehicles should be done periodically to ensure vehicles are kept clean.

19. The ownership of the waste lies with the Authority. The Service Provider cannot sell or pilfer the Waste. However, the Service Provider can sell the recoverable dry waste at any of the dry waste collection centers of its choice.

20. To follow all existing rules and regulations of the Government & labor department or as amended from time to time regarding the labor employed by him without entitling him for any extra claim on this account.

21. The Service Provider is required to track the vehicles deployed for the project through GPS and assess whether the vehicles are following the proper routes.

22. To maintain sufficient stock of the consumables required for smooth and efficient operations.

23. The Service Provider will have to remove any person employed on the work if so desired by the Authority for misconduct, misbehavior, or for such other reasons.

24. The Authority shall review the data logs on the monthly basis of the Service Provider. Data logs to be prepared by Service Provider in consultation with the Authority which shall cover attendance, GPS reports, duty slips, and repair and maintenance/spare parts replacement among other things; and

25. Complaints will be referred to the Service Provider by the Authority and the complaints are to be attended within 24 hours.

26. Proof of disposal of waste at the designated place has to be submitted to the Authority.

27. Provide and maintain at its own cost all fencing, warning signs and watching, when and where necessary or required for the protection of contract Works / workers or for the safety and convenience of the public or others.

28. Periodic disinfection of the area and to take all necessary steps to ensure that appropriate pollution control and other environmental protection measures are taken in accordance with any applicable laws or regulations, including without limitation to protect the environment and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of its methods or operation.

29. Comply with all Indian Standards in relation to the security and safety of the Contract Works and personnel thereon and the protection of the environment; and

30. Perform and fulfill such other obligations incidental to the proposed activities as per Good Industry Practice.

ARTICLE 3: THE CONTRACT

3.1. The Contract

3.1.1. Subject to and in accordance with the provisions of this Agreement, the Applicable Laws and the Applicable Permits, the Authority hereby authorizes the Service Provider to provide the services as set forth herein including the exclusive right and authority during the subsistence of this Agreement to operate and maintain the Project initially for a period of 3 (three) years commencing from the Project Commencement Date (PCD).

The Authority has an option to renew the contract for an additional period of 2 (two) years at its discretion.

3.1.2. Subject to and in accordance with the provisions of this Agreement, the Service Provider shall:

a) exercise such other rights as the Authority may determine as being necessary or desirable and which it consents to in writing, for the purposes incidental and necessary for the provision of the services;

b) perform and fulfill all of the Service Provider's obligations under and in accordance with this Agreement;

c) bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Service Provider under this Agreement; and

d) not assign, transfer or sublet or create any lien or Encumbrance on this Agreement, or the Contract hereby granted or on the whole or any part of the Project nor transfer, lease or part possession thereof, save and except as expressly permitted by this Agreement.

ARTICLE 4: PAYMENT FOR THE SERVICES

4.1. **Payment for the Services**

4.1.1. The annual Service Fee (the complete break-up of Service Fee item-wise is as provided in the Annexures – Annexures to Financial Bid) as quoted by the Service Provider in its Bid is Rs. ------ (Rupees ---------- only). The payment for the services shall be made as detailed hereunder:

Payment for the Service: Authority will pay the Service Fee on monthly basis for the services rendered on the basis of the rate quoted by the Successful Bidder in its Bid for the services included in the work package. The payment for Incident Based Management activities shall be at the Unit Rates and for the quantities of actual work done as directed by the Project Engineer-in-Charge and as per requirements of the Project.

The above Service Fee excludes applicable GST and GST to be paid by the Authority over and above the Service Fee.

4.1.2. Service Provider payment for the month shall be calculated by the following formula:

Payment to be made by Authority every month = $[(A/12)*(B/D) \pm (C/12)*(E/D) + F - G]$.

Where

A The Service Fee for the services as per quoted Price in the Bid by the Service Provider excluding the fee for the services of Incident Based Management activities.
B No. of days in the month for which the services are rendered by the Service Provider in that particular month.
C The Service Fee quoted by the Service Provider in its Bid for the descoped / additional activity.
D No. of days in that particular month.
E No. of days in the month for which any service is de-scoped / added by the Authority by way of Change of Scope order.
F The Service Fee as worked out for Incident Based Management activities.
G Damages, if any.

4.1.3. The payment for the services shall be increased by 5% at the end of every year from Project Commencement Date (PCD).

4.1.4. The Authority shall not bear / make any additional payments other than the amount as worked out based on the Bid Price the and any changes based on Change of Scope as effected by the Authority.

4.1.5. The Service Provider shall submit to Authority a monthly bill providing amount of bill payable by the Authority by 7th day of every month for payment. The Authority after deducting the Damages levied, if any, shall approve the bill.

The Authority shall, within 30 days from the date of receipt of the properly submitted monthly bill; pay to the Service Provider the bill in accordance with the formula given above. All the payments to the Service Provider will be made by way of prevailing norms of the Authority.

4.1.6. In case at a later date, it is required to transport the waste to a new treatment/landfill facility / dump yard than the original one, then a common rate be arrived at based on the quotes made by the Service Provider per extra / less kilometer travel.

ARTICLE 5: OBLIGATIONS OF THE SERVICE PROVIDER

5.1. Obligations of the Service Provider

5.1.1. The Service Provider shall not sub-contract the whole of the Works and also shall not sub-contract any part of the Work without prior consent of the Authority. Any such consent shall not relieve the Service Provider from any liability or obligation under the Contract Agreement and it shall be responsible for the acts, defaults and neglects of any of its sub-Contractor, its agents or workmen as fully as if they were the acts, defaults or neglects of the Service Provider, its agents and workmen.

5.1.2. The Service Provider shall bear all the costs and expenses arising out of Project capital investments and operations & maintenance expenses for the entire duration of the Contract.

5.1.3. A responsible person shall be appointed for the Project to ensure smooth operations for the Project;

5.1.4. Trained manpower to be deployed to operate the systems and to ensure that they always wear personal protective equipment such as gloves, face masks to avoid injuries and health risks;

5.1.5. The Service Provider shall have to keep the Authority totally indemnified against all claims, damages, dues, payments, fines, penalties, compensation demands, liabilities and other losses, if any, that may arise on account of non-compliance or violation of any statutory provisions or on account of any accident, injury, loss or damage to the vehicles or life or on any other account.

5.1.6. All necessary personal safety equipment as considered adequate shall be kept available for use.

5.1.7. To make arrangements for health check-up of all the workers once in three months.

5.1.8. The Authority reserves the right to impose / enforce any special terms / conditions from time to time arising out of government orders, if any, or in the interest of the safety of general public.

5.1.9. To take all the reasonable measures to comply with MSW 2016 rules and NGT rules of Government of India in handling municipal solid waste.

5.1.10. To establish an office (Command and Control Centre) at TSIIC, IALA as provided by the Authority for prompt handling of customer complaints.

5.1.11. To maintain a Complaints' Register for registering the grievances of the waste generators and other stake holders and to create a common email id (for both the Service Provider and the Authority) for the public to lodge complaints, if any.

5.1.12. To report non-compliance of MSW management practices by waste generators to the Authority and to ensure compliance from such waste generators in coordination with the Authority.

5.1.13. To seek the guidance of Non-Governmental Organizations (NGOs), Resident Welfare Associations (RWAs) and other interested private individuals/organizations whenever required for better handling of waste.

5.1.14. To provide uniforms, safety wear and mobile handsets for Field Supervisors as prescribed by the Authority.

5.1.15. To discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.

5.1.16. Solely responsible for any associated expenses and statutory dues such as GST, payment to Employees' Benefit Funds, etc., arising out of the Agreement and the Authority shall not be liable for the same under any circumstances.

5.1.17. No labor below the age of eighteen years and who is not an Indian National shall be employed on the work by the Service Provider.

5.1.18. Shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement fulfil the following:

a. the liability of any damage or loss in case of a death or injury to any personnel engaged in the Project shall be the sole responsibility of the Service Provider and the Authority shall not, in any manner be a party to or responsible for such damages or losses.

b. ensure, procure and comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Service Provider's obligations under the Agreement.

c. make or cause to be made, necessary applications to the relevant Authorities with such particulars and details, as may be required for renewing of Applicable Permits and such other licenses that are required to be maintained during the Contract Period at their cost and keep in force and effect such Applicable Permits in conformity with the Applicable Laws.

d. not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of the Agreement; and

e. to comply with the provisions of the Minimum Wages Act 1948, Workmen's Compensation Act 1923, Contract Labor (Regulation and Abolition) Act 1970 and Central Rules 1971, Payment of Wages Act 1936, Employer's Liability Act 1938, as applicable, and any other Act or enactment relating thereto, and the rules and regulations issued there under from time to time. The Service Provider shall also be liable for any pecuniary liability arising on account of violation by him of the provisions of the Act.

5.2. **Overriding powers of the Authority**

If in the reasonable opinion of the Authority, the Service Provider is in material breach of its obligations under this Agreement and, and such breach is causing or likely to cause material hardship or danger to the public, the Authority may, without prejudice to any of its rights under this Agreement including Termination thereof, by notice require the Service Provider to take reasonable measures immediately for rectifying or removing such hardship or danger,

as the case may be.

ARTICLE 6: OBLIGATIONS OF THE AUTHORITY

6.1. Obligations of the Authority

The obligations of the Authority during the Contract Period are as detailed hereunder:

a. To organize a safe parking area for the machines and storage facilities for spares, consumables and other required accessories for the Service Provider.

b. To organize a storage Point for the Service Provider to deposit the collected waste for onward transportation of the same to the Authority designated dump yard at KPH Colony, Phase IV or any other landfill station / processing center if required at a later date; and

c. Facilitate for obtaining approvals & permits from government instrumentalities.

ARTICLE 7: REPRESENTATIONS AND WARRANTIES

7.1. **Representations and Warranties of the Service Provider**

The Service Provider represents and warrants to the Authority that:

a) it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

b) it has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;

c) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;

d) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder; and

e) the information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement.

7.2. **Representations and Warranties of the Authority**

The Authority represents and warrants to the Service Provider that:

a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement.

ARTICLE 8: DISCLAIMER

8.1. **Disclaimer**

8.1.1. The Service Provider acknowledges that prior to the execution of the Agreement, the Service Provider has carefully examined and made an independent evaluation of the Scope of Work for the Project, Specifications and Standards, the Site conditions, and such other information as provided in the Tender document or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of risks, challenges and hazards as are likely to arise or may be faced by it during the course of performance of its obligations. the Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Service Provider confirms that it shall have no claim whatsoever against the Authority in this regard.

8.1.2. The Service Provider acknowledges and hereby accepts the risks of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Service Provider, the selected bidder and its Associates or any person claiming through or under any of them.

8.1.3. The Parties agree that any mistake or error in or relating to any of the matters set forth in the Tender document shall not vitiate the Agreement or render it voidable.

8.1.4. Except as otherwise provided in the Agreement, all risks relating to the Project shall be borne by the Service Provider and the Authority shall not be liable in any manner for such risks or the consequences thereof.

ARTICLE 9: PERFORMANCE SECURITY

9.1. **Performance Security**

9.1.1 The Service Provider, for due and faithful performance, shall provide to the Authority prior to signing of the Agreement, Performance security (the "Performance Security") for a sum equivalent to 5% of the annual Contract Value amounting to Rs. ---- (Rupees ------- only), an irrevocable and unconditional guarantee from a Bank acceptable to the Authority and in the form as set forth in Schedule C of this Agreement. The Performance Security shall be retained by the Authority for entire duration of the Contract and be returned to the Service Provider as per the provisions of the Contract without any interest.

9.2. Appropriation of Performance Security

Upon occurrence of a Default during the Contract Period, the Authority shall without prejudice to its other rights and remedies in the Agreement or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such Default(s) or failure(s) to meet the requirements as detailed in this Agreement. Upon such encashment and appropriation from the Performance Security, the Service Provider shall, within 15 (fifteen) days thereof, replenish in case of partial appropriation, to its original level the Performance Security and in case of appropriation of entire Performance Security provide a fresh Performance Security as the case may be, failing which the Authority shall be entitled to terminate the Agreement in accordance with Article 20).

ARTICLE 10: PROJECT COMMENCEMENT DATE

10.1. **Project Commencement Date**

The Project Commencement Date (PCD) shall be when the Service Provider has submitted the Performance Security and has mobilized the mechanical sweeping machine(s), the required manpower as per the Approach & Methodology as approved by the Authority and taken the permits & the approvals which are required before commencement of operations as per the provisions of this Agreement and Applicable Laws. Where upon the Authority shall issue a Project Commencement Date under the provisions of the Agreement.

10.2. **Damages for delay**

If the PCD does not occur prior to the 20th (twentieth) day from signing of this Agreement, unless the delay is due to Force Majeure, the Service Provider shall pay Damages to the Authority at the rate of 1 % of the amount of Performance Security for each day of delay until PCD is achieved.

ARTICLE 11: CHANGE OF SCOPE

11.1. Change of Scope

11.1.1 The Authority, reserves the right to increase / reduce the road stretches / Commercial & Institutional Bulk Waste areas / any other service(s) in the original Scope of Work contemplated under this RFP to a maximum extent of 30% (Thirty percent) of Part A of the Contract Value during the tenure of the Contract Period under change of scope (the "Change of Scope"); and in such case(s) the Service Provider shall have to provide the services as per the revised Scope of Work brought under the Change of Scope order for such periods.

11.1.2 The payment for any such additional works brought under Change of Scope shall be at prorate to the Price applicable to such activity and as quoted by the Service Provider in its Bid. Conversely, in case of reduction of Scope of Work for any period, the payment for such period shall be reduced prorate to the Price as applicable to such activity and as quoted by the Service Provider in its Bid. For the avoidance of doubt and for the sake of illustration, if a road stretch measuring a length of 2 km is de-scoped from original Scope of Work for road routine maintenance as contemplated in this RFP; the Price considered for reduced Scope of Work shall be as worked out hereunder:

Price for the Services for the revised Scope of work = Original Contract Price for the services under Part A of Contract Value - Price quoted / as worked out based on unit rate, by the Service Provider for the descoped service in its Bid.

ARTICLE 12: DAMAGES

12.1. Damages

1. If it is found that the work carried out by the Service Provider does not comply with the Scope of Work defined in this RFP, the Authority shall levy the Damages, and which shall be deducted from the monthly running bill of the Service Provider.

2. Accordingly, the work performance in service delivery shall be monitored by the Authority. Any deficiency in Service in adhering to minimum service levels, Damages shall be levied.

3. The Damages shall be effected in case of the following deficiencies:

    a. waste collected is dropped at a place other than the designated waste disposal center/site; Damages at Rs. 5,000/- per event shall be charged by the Authority.

b. If the milometer of the vehicles is not working, Damages at Rs.2000/- per day will be imposed;

c. If the complaints are not attended within the stipulated time of 24 hours, Damages at Rs. 1,000/- per each such complaint shall be imposed.

d. In the event that the Service Provider fails to repair or rectify any defect or deficiency in maintenance requirements within the period specified therein Damages calculated at 1% of the cost of such repair or rectification as estimated by the Authority for each day of delay until the breach is cured shall be recovered.

e. The following Damages shall also be levied for non-compliance of the provisions of RFP, if any:

S No.	Event of Default	Penalty
1	Non wearing of uniforms	Rs. 100/- per person employed per day
2	Driver not having valid Driving License	Rss. 200/- per event
3	Driver not keeping photocopy of RTO registration	Rs. 200/- per event
4	Non segregation of dry & wet waste before disposal	Rs. 5000/- per event.
5	Not carrying out sweeping of roads, streets and cleaning of roadside drains and transportation of the same to designated places.	Rs.10,000/- per event.
6	Non-collection of e waste from the households and other establishments for more than 40 days.	Rs. 2,500/- per event.
7	MSW not collected for more than one day as per the Contract Agreement.	Rs. 10,000/- per day per default
8	Overflowing of waste from the trucks / Autos and waste bins for more than 12 hours.	Rs. 5000/- per incident of default
9	Collection and mixing of construction debris with MSW and Landscape Waste and transported to the designated waste disposal site.	Rs. 5,000/- per incident on inspection
10	Non-functioning of Complaint Redressal Cell for more than 24hours.	Rs. 1,000/- per day
11	Non submission of monthly complaint cell log by 7th of next month	Rs. 500/- per delay day.
12	Absenteeism of Security Guards / Housekeeping staff	Rs.500/- per person per day.

4. In this regard, the aggregate amount of daily financial Damages imposed for breach of Service Standards shall not exceed 5% of the total monthly billing for the month.

   Recovery of such Damages shall be without prejudice to the rights of the Authority under the Agreement, including the right of Termination thereof. The Damages shall not be recovered if the breach (ies) are on account of Force Majeure.

5. The performance and the quality in work delivery shall be regularly monitored by the Authority and the following shall apply in this regard:

   a. The work will be monitored through online display at TSIIC, IALA, MADHAPUR web through

GPS Monitoring. For this the Service Provider shall have to install Navigator and link it to web.

b. In the event of failure to meet the Performance Standards, the Contract will be terminated as per the provisions of the Contract Agreement.

ARTICLE 13: SAFETY REQUIREMENTS

13.1. **Safety Requirements**

The Service Provider shall comply with the provisions of this Agreement, Applicable Laws and Applicable Permits and conform to Good Industry Practice for securing the safety of the Users / Public.

ARTICLE 14: MONITORING OF OPERATIONS AND MAINTENANCE

14.1. **Quarterly status reports**

During Operation Period, the Service Provider shall, no later than 7 (seven) days after the close of each quarter, furnish to the Authority a quarterly report stating in reasonable detail the condition of the Project Facilities including its compliance or otherwise with the O&M Requirements, Maintenance Manual and Safety Requirements, and shall promptly give such other relevant information as may be required by the Project Engineer-in-Charge.

ARTICLE 15: INSURANCE

15.1. **Insurance during Contract Period**

The Service Provider shall effect and maintain at its own cost, during the Contract Period, such insurances for such maximum sums as may be required or prudent in accordance with Good Industry Practice and the Applicable Laws (the "Insurance Cover").

15.2. **Application of insurance proceeds**

The proceeds from all insurance claims, except life and injury: shall apply for any necessary repair, reconstruction, reinstatement, replacement, improvement or delivery of the Project.

ARTICLE 16: FORCE MAJEURE

16.1. **Force Majeure**

As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall mean occurrence in India which affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.

16.2. **Force Majeure Event**

It shall mean one or more of the following acts or events:

a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or

ionizing radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);

b) any civil commotion, political agitation, riot, blockade; and

c) any event or circumstances of a nature analogous to any of the foregoing.

16.3. **Duty to report Force Majeure Event**

Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith.

16.4. **Dispute resolution**

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

16.5. **Excuse from performance of obligations**

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence.

ARTICLE 17: COMPENSATION FOR BREACH OF AGREEMENT

17.1. **Compensation for default by the Service Provider**

In the event of the Service Provider being in material default or breach of this Agreement, it shall pay to the Authority by way of compensation, all direct costs suffered or incurred by the Authority as a consequence of such material default, within 20 (twenty) days of receipt of the demand supported by necessary particulars thereof; provided that no compensation shall be payable under this Clause 17.1 for any breach or default in respect of which Damages are expressly specified and payable under this Agreement.

ARTICLE 18: TERMINATION

18.1. **Termination for Service Provider Default**

18.1.1 Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Service Provider fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 15 (fifteen) days, the Service Provider shall be deemed to be in default of this Agreement (a "Service Provider Default"), unless the default has occurred solely as a result of any breach of this Agreement by the Authority or due to Force Majeure. The defaults referred to herein shall include:

a) the Performance Security has been encashed and appropriated by the Authority in accordance with Clause 9.2 and the Service Provider fails to replenish or provide fresh Performance Security within a Cure Period of 15 (fifteen) days;

b) the Service Provider abandons or manifests intention to abandon the Project without the prior written consent of the Authority for a continuous period of 10 days and such default is not rectified within 10 (ten) days from the receipt of first notice from the Authority in this regard, or

c) the Service Provider is in breach of the O&M Requirements.

d) the Service Provider has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement; or

e) the Service Provider commits a default in complying with any other provision of this Agreement if such default causes a Material Adverse Effect on the Authority.

18.1.2. Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of an Service Provider Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Service Provider; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Service Provider of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Service Provider to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

18.2. Other rights and obligations of the Authority

Upon Termination for any reason whatsoever, the Authority shall:

a) be deemed to have taken possession and control of the Project forthwith; and
b) be entitled to restrain the Service Provider and any person claiming through or under the Service Provider from entering upon the Site or any part of the Project.

ARTICLE 19: ASSIGNMENT AND CHARGES

19.1. **Restrictions on assignment and charges**

This Agreement shall not be assigned by the Service Provider to any person, save and except with the prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

ARTICLE 20: LIABILITY AND INDEMNITY

20.1. **General indemnity**

The Service Provider will indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, and Authority owned and/or controlled entities/enterprises, (the “Authority Indemnified Persons") against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Service Provider of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services

by the Service Provider, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach of this Agreement on the part of the Authority Indemnified Persons.

20.2. **Indemnity by the Service Provider**

20.2.1 Without limiting the generality of Clause 20.1, the Service Provider shall fully indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

a) failure of the Service Provider to comply with Applicable Laws and Applicable Permits;
b) payment of taxes required to be made by the Service Provider in respect of the income or other taxes; or

c) non-payment of amounts due as a result of materials or services furnished to the Service Provider which are payable by the Service Provider or any of its contractors.

20.3. **No consequential claims**

Notwithstanding anything to the contrary contained in this Article 20, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

20.4. **Survival on Termination**

The provisions of this Article 20 shall survive Termination.

ARTICLE 21: DISPUTE RESOLUTION

21.1. **Dispute resolution**

21.1.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 21.2.

21.1.2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

21.2. **Conciliation**

In the event of any Dispute between the Parties, either Party may require such Dispute to be referred to the Chief Engineer / Managing Director, TSIIC for amicable settlement, and upon such reference, the said persons shall meet to discuss and to amicably resolve the Dispute.

In case the Dispute is not resolved through negotiations within 60 days of the Party raising the Dispute, the Parties have the right to serve appropriate notices and approach Courts in Hyderabad jurisdiction in accordance with the provisions of this Agreement.

ARTICLE 22: REDRESSAL OF PUBLIC GRIEVANCES

22.1. **Redressal of complaints**

22.1.1. The Service Provider shall attend to any Public complaints promptly and reasonable action has to be taken for redressal of each of the complaints. It shall have to maintain a register wherein all the complaints are noted, and the action taken on the same, time taken for closing of the complaint and such other information that the Authority may advice the Service Provider to incorporate in the register.

22.1.2. Within seven days of the close of each quarter, the Service Provider shall have to send the Authority the complaint file in electronic form (at the authorized email address). Upon perusal of the complaint file, the Authority may, in its discretion, advice the Service Provider to take such further action as the Authority may deem appropriate for a fair and just redressal of any grievance.

ARTICLE 23: MISCELLANEOUS

23.1. **Governing law and jurisdiction**

The Agreement shall be governed by the laws of India, including but not limited to laws of Government of Telangana and TSIIC extant rules and regulations in force and as amended from time to time; and the Courts in Hyderabad shall have exclusive jurisdiction in all matters under the Agreement.

23.2. **Survival**

23.2.1. Termination shall:

a) not relieve the Service Provider of any obligations hereunder which expressly or by implication survive Termination hereof; and

b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

23.2.2. All obligations surviving Termination shall only survive for a period of 3 (three) months following the date of such Termination.

23.3. **Entire Agreement**

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties.

23.4. **Severability**

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate

in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.

23.5. **No partnership**

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

23.6. **Third Parties**

This Agreement is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

23.7. **Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

23.8. **Language**

All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

ARTICLE 24: DEFINITIONS

24.1. **Definitions**

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

"Affected Party" shall have the meaning set forth in Clause 16.1.

"Agreement" or "Contract Agreement" means this Agreement, its Recitals and the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement.

"Applicable Laws" means all laws brought into force and effect by State Government of Telangana or the Government of India (GOI) including rules, regulations and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Tender document and the exercise, performance and discharge of respective rights and obligations of the parties hereunder, as may be in force and effect during the subsistence of this Tender document and the subsequent contract to be signed by the successful bidder with Telangana State Industrial Infrastructure Corporation Limited at the end of bidding process;

"Applicable Permits" means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under applicable laws in connection with the construction, operations and maintenance of the Project during the subsistence of the Contract Agreement;

"The Authority Representative" means such person or persons as may be authorized in writing by the Authority to act on its behalf under the Agreement and shall include any person or persons having authority to exercise any rights or perform and fulfil any obligations of the Authority under the Agreement;

"Bid" means the documents in their entirety comprised in the bid submitted by the Service Provider in response to the Tender Notice in accordance with the provisions thereof;

"Contract Period" means the period starting from the date of signing of the Agreement and ending on the Transfer Date;

"Contract Value" means the Service Fee as quoted by the Service Provider in its Bid for Part A and Part B of services put together payable by the Authority to the Service Provider during the Contract Period as per the provisions of the Agreement.

"Cure Period" means the period specified in the Agreement for curing any breach or default of any provision of the Agreement by the Party responsible for such breach or default and shall:

a) commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default as specified in such notice; and

b) not relieve any Party from liability to pay Damages or compensation under the provisions of the Agreement.

"Damages" shall have the meaning set forth in Sub-clause (l) of Clause 1.2.1;

"Dispute" shall have the meaning set forth in Clause 21.1;

"Dispute Resolution Procedure" means the procedure for resolution of Disputes set forth in Article 21;

"Force Majeure" or Force Majeure Event" shall have the meaning ascribed to it in Clause 16.1;
"GOI" means the Government of India;

"Good Industry Practice" means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced Service Provider encouraged in the same type of undertaking as envisaged under this agreement and which would be expected to result in the performance of its obligations by the Service Provider in accordance with the Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

"GoT" means the Government of Telangana;

"Insurance Cover" means the aggregate of the maximum sums insured under the insurances taken out by the Service Provider pursuant to Article 15, and includes all insurances required to be taken out by the Service Provider under Clause 15.1 but not actually taken, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event;

"LOA" or "Letter of Award" means the letter of award referred to in Recital (D);

"O & M" means the operation and maintenance of the Project and includes all matters connected with or incidental to such operation and maintenance and provision of services in accordance with the provisions of the Agreement;

"Project Expenses" means expenses incurred by or on behalf of the Service Provider by the Authority, as the case may be, for all Project Expenses including a) procurement of mechanical sweeping machine, autos, trucks, etc., as per Project requirement, cost of salaries and other compensation to employees, b) cost of materials, supplies, utilities and other services, c) premia for insurance, d) all taxes, duties, cess and fees due and payable, e) all repairs, replacement, reconstruction, reinstatement, improvement and maintenance costs, f) payments required to be made under any contract in connection with or incidental to the Project, and g) all other expenditure required to be incurred under the Agreement, Applicable Laws or Applicable Permits;

"Parties" means the parties to the Contract Agreement collectively and "Party" shall mean any of the parties to the Contract Agreement individually;

"PCD" or "Project Commencement Date" shall have the meaning set forth in Clause 10.1;

"Performance Security" shall have the meaning set forth in Clause 9.1;

"Project" means the provision of comprehensive maintenance services for TSIIC, IALA, Madhapur in the city of Hyderabad in accordance with the provisions of the Agreement, and includes all works and services, relating to or in respect of the Scope of Work;

"Project Engineer-in-Charge" means the person designated and authorized by the Authority to act on its behalf for monitoring and supervising the execution and the operations of the Project;

"RFP Notice" shall have the meaning set forth in Recital 'C;

"Rs. or "Rupees" means the lawful currency of the Republic of India;

"Safety Requirements" shall have the meaning set forth in Clause 13.1;

"Scope of Work" shall have the meaning set forth in Clause 2.1;

"Service Fee" shall mean the fee payable by the Authority to the Service Provider for the services rendered as per the provisions of the Agreement;

"Service Provider" shall have the meaning attributed thereto in the array of Parties hereinabove as set forth in the Recitals;

"Service Provider Default" shall have the meaning set forth in 18.1.1;

“Termination” means the expiry of the Agreement by efflux of time or termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement;

“Termination Notice” means the written communication issued in accordance with this Agreement by the Authority terminating the Agreement;

“Transfer Date” means the date on which the Agreement and the Contract hereunder expires at the end of 3 years or such extended period pursuant to the provisions of this Agreement or is terminated by a Termination Notice;

“Unit Rates” shall mean the rates quoted by the Service Provider in its Bid (Annexure to Financial Bid) against each of the services as per the Scope of Work and other provisions of the Agreement;

“Work” shall mean the works to be executed in accordance with the Contract or part thereof and shall include additional, altered or substituted works as required for the purpose of the Project.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on behalf of THE AUTHORITY OF [***] by:	SIGNED, SEALED AND DELIVERED For and on behalf of SERVICE PROVIDER by:
(Signature) (Name) (Designation) In the presence of:	(Signature) (Name) (Designation)
1.	2.

Schedule A

Project Details

(a) Details of Road Routine Maintenance Stretches for IALA, Madhapur:

S No	Name of the Road	Name of the Starting Place	Name of the Ending Place	Total Length (KM)	ROW Width (m)
1	2	3	4	5	6
1	Deloitte Road (Inner Road)	ICICI BANK	HITECH ROAD	0.36	18
2	Cyber Gateway Road (Inner Road)	HSBC	HITECH ROAD	0.28	18
3	INORBITMALL ROAD	INORBIT MALL	NCC LIMITED	0.63	36
4	RAIDURGAM CHERUVU ROAD	ILAB CENTER	ITC KOHENUR	0.31	18
5	INNER ROADS	IKEA Store	T-Hub	0.50	18
6	INNER ROADS	T-Hub	Bio Diversity	0.75	45
7	INNER ROADS	T-Hub	Samsung	0.76	36
8	INNER ROADS	T-Hub	Cyient	0.46	36
9	INNER ROADS	My Home	Inner Road	0.61	18
10	INNER ROADS	Inner Road	Inorbit mall	0.54	36

*RoW is Right of Way.

(b) Garbage Collection Areas:

I. IALA, Madhapur

Removal of Garbage from Cyber TowerS, Cyber Gateway & Cyber Perl of IALA, Madhapur area and disposal of segregated waste at GHMC Dump Yard situated at Kythalapur, near KPHB Phase IV, Hyderabad.

(C) Security & Housekeeping Services:

I. IALA, Madhapur

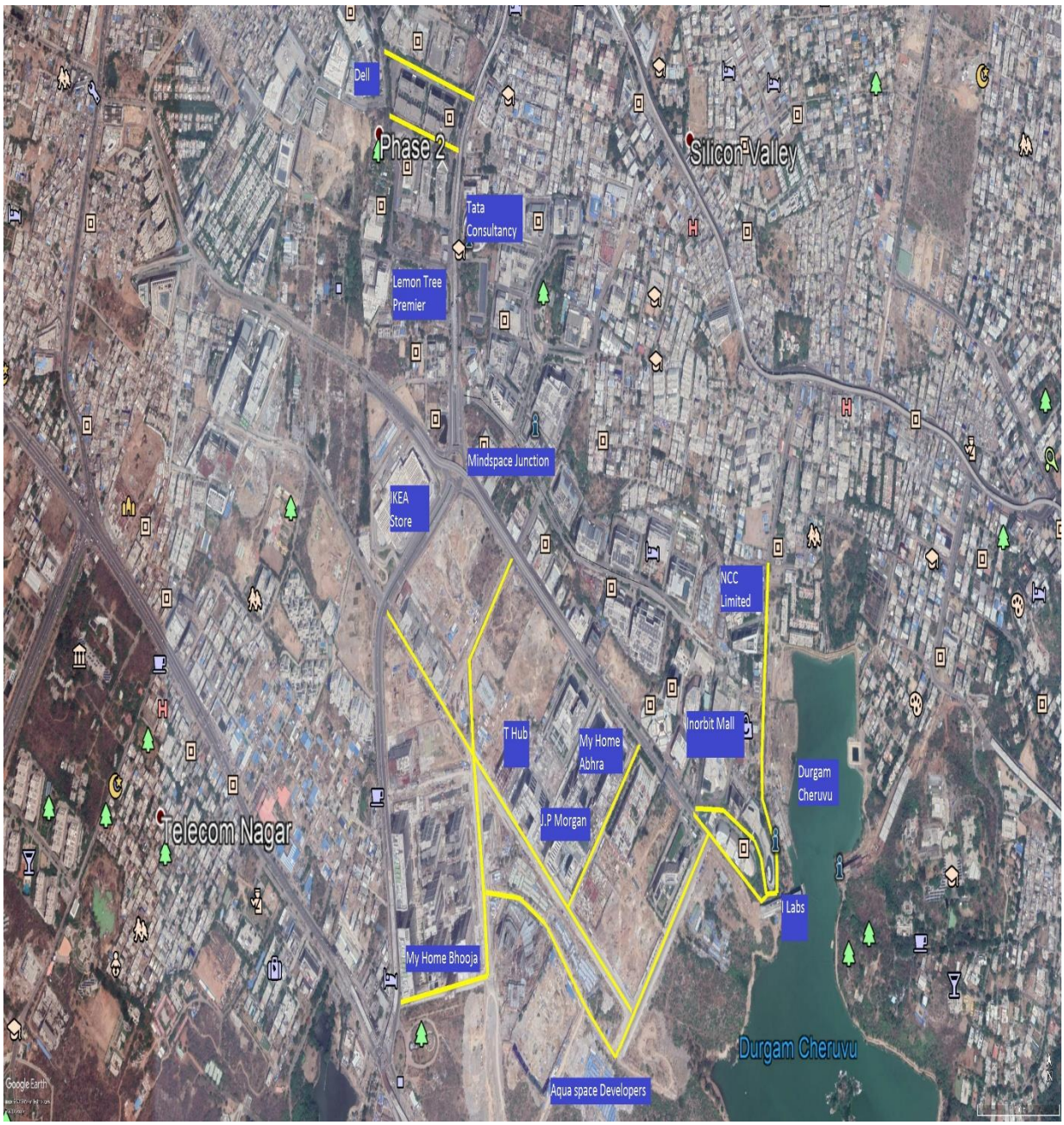
1. To deploy sufficient number of Security Guards to safeguard the lands and for watch and ward preventing dumping of rock debris and other material, for preventing encroachments and for checking of entry points of IALA in Madhapur, Hyderabad; and

2. Engaging Security Guards of 9 numbers (3 numbers/shift X 3 shifts/day, i.e., 9 Nos /day) at Bio-diversity Park, Raidurg, Hyderabad round the clock to safe guard the Park for watch and ward, preventing the dumping of rock debris and other materials and for preventing encroachments, etc.

Schedule A

Project Details

Google Location Map of the Site: IALA, Madhapur Stretch



SCHEDULE – B

General Specifications & Requirements

I. SWEEPING MACHINES

1. Introduction

Truck Mounted Mechanical Sweeping Machine is required to efficiently clean large flat paved areas like main roads, streets, and commercial areas, residential blocks etc., as per the Scope of Work, with the help of rotating brushes & heavy-duty suction system. The dirt is to be lifted off the ground and sucked through the duct through high pressure suction system and brushes. It should not return any dust to the environment through proper use of dust suppression. The engine should be heavy duty diesel / CNG operated with blower and various hydraulic systems. It should be easy to operate and simple to maintain and should be a high-performance sweeping machine with very low dB creating environment friendly sweeping solution.

All sweeping and dumping operations should be mechanical and all control switches should be provided in the driver's cabin. The filtering, dust collection and emission of exhaust air from the hopper should comply with stipulated environmental norms. All the machines shall be fitted with GPS based vehicle tracking system.

2. General Specifications

2.1. The street sweeping machine shall be complete in all respects including Driver's cabin, electrical, instrumentation, auxiliary items etc. All items essential for the desired operations of the machine, including those specifications which have not been specified, deemed to be part of the Scope of Work for efficient operations.

The body and the hopper shall be fabricated out of heavy-duty high corrosion resistant stainless-steel plate. All steel sheets should be provided with special wear resistant protection coat. Access door shall be provided for removal of the refuse. The tipping cylinder shall be utilized for the discharge. The air duct shall have a filter grid and the rear door shall be hydraulically activated. It should be capable of handling solid & semi solid waste.

2.2. The unit shall have a disc brush with automatic angular adjustments. A suitable flexible hose shall be provided as attachment and water spraying system shall be utilized to suppress the dust through the path inside the unit. Controls and gauges shall be provided ergonomically, and the unit shall be a special purpose vehicle. The sweeping unit shall have automatic adjustment system to bypass horizontal & vertical obstacles. The Vehicle shall have the facility to clean both sides of the road without changing the direction of travel.

2.3. The unit shall be of contemporary design and manufactured as per ISO or its equivalent standards.

2.4. It should be capable of working in wet and dry road conditions without any changeover.

2.5. The Sweeping Machine shall adhere to the following specifications as a minimum capability with proven performance in terms of speed and quality of sweeping.

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

2.4.2. The Sweeping Machine shall be with thick brushes & vacuum suction system so that it should be capable of picking up big size waste and variety of refuses-leaves, littering, plastic, paper & debris - dirt, dust, sand, rubble, silt, wet waste, bottles, small stones, human excreta, cow dung, floating matters, broken glass, pet bottles, other small sized solid waste, etc. from the roads with speed & quality clearance etc.

2.4.3. The machine shall be capable to lift mulched debris through compacting pulverizing impeller fan to give high collection capacity and safe pick - up of broken glass and other sharp objects.

2.4.4. The brush system shall be of rugged quality & strength and shall have sufficient degree of flexibility to adjust in accordance with contour of the road. Blower shall be Straight-through suction system sweeps, vacuum and compacts debris without passing through or wearing out the fan.

2.4.5. The brush mechanism shall be provided with different speeds and shall be capable of picking and guiding the solid waste into the collection hoppers. The Bidder shall specify the nos. of brushes, position of brushes, etc. available in their machine, in Bid document.

2.4.6. The Sweeping Machines shall be provided with efficient system for collection and settlement of dust i.e. preventing dust / dirt flying out in the atmosphere during operation of sweeping activity and collection of waste as well as while collection in hoppers. The machine shall be designed to exhaust only dry/ clean air through system / and water spray shall be operated along the brush for dust suppression as & when required. Machine should be designed such that it shall keep Service Provider & passers-by dust free.

2.4.7. Since Sweeping Machine is to be utilized during any time during 24 hr. day, for effective and safety working operation, adequate lights with proper signal / blinker system shall be provided on the machine. High mounted stop and blinking lights shall be provided as per the extant RTA rules & regulations.

2.4.8. All brushes are to be replaced / refurbished after every 1000 kilometers of sweeping operations.

2.4.9. The collection hopper shall be of adequate capacity and with tipping arrangement. The hopper should be made of stainless-steel material and it should have a thickness of at least 2 mm. The hydraulically controlled lever shall be nearer to Service Provider seat. The machine shall be capable of spraying water with adequate pressure and also able to collect any small pool of stagnant water on roads.

2.4.10. The Sweeping Machine and its equipment shall adhere to all the existing rules and those prescribed from time to time by Regional Transport Authority including air pollution & environment statutory authority's standards and measures in the State.

2.4.11. Fuel tank of machine shall be see-through type and shall give at least 12 hours endurance.

3. Technical Specifications

3.1. The equipment should be able to sweep the road, street etc. at an average speed of at least 4 km/hour and the equipment should be capable of sweeping various materials like leaves, pebbles and stones up to 50 mm size as well as dust. The equipment should have a dust collector container of minimum 5.00 Cu. m. with water tank provision.

3.2. The equipment should have technological arrangement to ensure that the dust content in the

exhaust air, from machine is less than the existing / prevailing pollution control norms.

3.3. The equipment should be able to sweep an overall width of minimum 2400 mm in one sweep / pass.

3.4. The entire sweeping operation like lowering and raising of central and side brushes, suction nozzle, operating of sweeping brushes etc. should be hydraulic / pneumatic actuated. The container should have hydraulic tipping facility for dumping the collected material. Further, lowering / lifting and locking / unlocking of the rear dump discharge door. The collector container should also be operated hydraulically. Machine should be able to dump the collected waste directly in to communal storage bin (appx. Loading height 800 mm).

3.5. The sweeper should be capable of traveling at its normal / specified travel speed, when going for dumping / discharge of collected material. The transportation speed is 25 Km/ hour or more.

3.6. The machine should have a wandering hose of 4 m length for cleaning any heaps in inaccessible areas.

3.7. The vacuum suction system should incorporate a cyclonic separator OR other requisite system and required mechanism for filtration system for efficient, trouble free easy to maintain & to ensure that the suction efficiency of the machine is not affected at any time during sweeping, due to dust load and meeting statutory PM-10 Pollution Control Norms.

3.8. The machine should be self-sufficient in all aspects including cleaning of dust load, during sweeping operation - with or without spray of water.

3.9. Machine must be able to handle both wet & dry type of waste without any trouble.

3.10. There should be washing system made up of double stainless-steel water tank total volume not less than 1200 lit with a front spraying bar (washing path 2000 mm) with at least 100 bar.

3.11. The filter deployed in the sweeping machine should be highly efficient and PM-10 compliant capable to sweep in wet condition after rains without clogging with following properties:

a. Complete insolubility to water, oil, vegetable, animal fats and chemicals with five resistant properties (i.e. does not spread flames at any point of operation time).

b. The filtering assembly shall also include a performing cleaning system which shall be easy.

3.12. The sweeping machine should have very low noise levels. It should not exceed prevailing prescribed rules of Ministry of Environment and Forest, Government of India.

3.13. **Safety System**

The dashboard should be equipped with the following instruments in order to ensure safety of machine:

i. Electric machine electric hour counter
ii. Fuel level indicator
iii. Tachometer

iv. Engine oil warning light
v. Running lights lamp
vi. Position indicators lamp
vii. Hooter button
viii. Key switch
ix. Glow plug warm up warning light
x. Low fuel warning light
xi. Lifted up hopper warning light
xii. Refuse unload door open light
xiii. Battery charging warning light
xiv. High beam lamp
xv. Drive direction switch

3.14. **Spare Parts**

Spare parts and consumables of the road sweeping machine must be available to run the operations without stoppage for want of these materials. Any work stoppage will be levied Damages and the Damages will be deducted from the payments to the Service Provider.

3.15. **Maneuverability**

The sweeping machine should be suitable to the road conditions where it would be deployed.

3.16. **Other Technical Specifications**

S. No.	Description	Minimum Bid requirement
1	Type	Compact Heavy-Duty Sweeper with a minimum of 125 HP engine and two side brooms. Kam Avida or its equivalent.
2	Material of construction	Stainless Steel
3	Dust Control	By water sprinkling nozzles
4	Water tank	Light material with minimum 1000 litres capacity
5	Environmental compliance	Euro IV or BS IV
6	Minimum engine rating	Minimum 125 HP (Engine should be suitably supported with Indian dealer)
7	Cab	Clear vision with power steering
8	Side brooms	Prefab, disposable, Polypropylene/ nylon wire Must be on both side of the sweeper with speed control from cab
9	Tyres	Heavy Duty
10	Hopper dumping	Front or Rear dumping from minimum 1300 mm height
11	Reflective Radium Paint	Reflective radium paint has to be coated to the vehicle as per RTA specifications.

II. Autos - Specifications

1. The vehicle shall be well manoeuvrable, diesel fuel, equipped with tipping hopper of capacity 1.5 cubic meter and above, which can be tipped using hydraulic arrangement for direct transfer to the closed tippers.

2. Engine type should be BSIII single cylinder 436CC with 7.5hp at 3600 rpm & wheel base of 2100 mm.

3. The Auto Tipper to have tarpaulin cover.

4. Inside and outside of the vehicle to be painted with enamel paint.

5. The Auto Tippers shall meet with Speed Governor as per the existing RTO regulation.

III. Trucks - Specifications

1. The capacity of the Tipper shall be of at least 10 cubic meters.

2. The truck has to be modified with MS sheets and angle so as to suit to carry solid waste with following specifications.

3. Structure frame 40X40X5 mm angle

4. Side Panelling One side from vehicle 16 gauge MS sheet.

5. Exterior roof: Exterior roof and door panel to be 20 gauges CR sheet.

6. Doors two numbers, door opening 90 degrees with locking arrangements.

7. Painting: Inside and outside with enamel paint.

8. Interior: Interior height will be 5-6 feet from the existing tipper body.

IV. Health & Safety Equipment

To provide the following tools / safety equipment to the workers and the Uniforms:

1. Gloves
2. Mask
3. Caps
4. Gumboots
5. Slippers
6. Cleaning tools & equipment
7. Long handle broom
8. Scrapers, Collection Plate
9. Ghamela
10. Long Backhoe
11. Drain cleaning equipment
12. Spade
13. Weed cutting machine

Schedule C
(See Clause 9.1)
PERFORMANCE SECURITY

(To be submitted on Non-Judicial stamp paper of appropriate value purchased in the name of the issuing bank)

To:
The Commissioner,
Telangana State Industrial Infrastructure Corporation Ltd. IALA,
Madhapur, Cyberabad, Financial District,
Hyderabad – 500 004.

WHEREAS ----(Name and address of M/s XXXX Ltd), hereinafter referred to as "the Service Provider", has undertaken to Project of providing comprehensive maintenance services for TSIIC, IALA, Madhapur in the city of Hyderabad in accordance with the provisions of the Contract Agreement, and includes all works, services and machinery / equipment required relating to or in respect of the Scope of Work as defined therein in the Contract Agreement dated _____ with TSIIC, Industrial Area Local Authority, Madhapur. (hereinafter referred to as "the Agreement")

AND WHEREAS in terms of the Conditions as stipulated in the Agreement, the Service Provider is required to furnish, a Bank Guarantee by way of Performance Security, issued by a Scheduled Bank in India, in your favour, as per Clause 9.1 of the Agreement, to secure due and satisfactory compliance of the obligations by the Service Provider on their part, in accordance with the Agreement, (which guarantee is hereinafter called as "the Performance Security)"

AND WHEREAS the Service Provider has approached us, (Name of the issuing Bank) for providing the Performance Security, AND WHEREAS in consideration of the fact that the Service Provider is our valued constituent and the fact that he has entered into the Agreement with you, We (Name of the Bank) having our Registered Office at, _____and Branch office at _____,India have agreed to issue the Performance Security, THEREFORE We (Name of the issuing Bank) through our Branch at _____ India furnish you the Performance Security in the manner hereinafter contained and agree with you as follows:

We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs_____ (Rupees_____) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Service Provider of any of the terms and conditions contained in the Agreement and in the event of the Service Provider default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the Agreement or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs._____ (Rupees_____) may be claimed by you on account of breach on the part of the Service Provider of their obligations in terms of the Agreement.

Notwithstanding anything to the contrary we agree that your decision as to whether the Service Provider has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Performance Security but will pay the same forthwith on your demand without any protest or demur.

This Performance Security shall continue and hold good until it is released by you on the application by the Service Provider after expiry of the relative Contract Period of the Agreement and after the Service Provider had discharged all his obligations under the Agreement and submitted a "No Demand Certificate" provided always that the guarantee shall in no event remain in force after the day of_____, without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of three months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

Should it be necessary to extend Performance Security on account of any reason whatsoever, we undertake to extend the period of Performance Security on your request under intimation to the Service Provider till such time as may be required by you. Your decision in this respect shall be final and binding on us.

You will have the fullest liberty without affecting Performance Security from time to time to vary any of the terms and conditions of the Agreement or extend the time of performance of the Agreement or to postpone any time or from time to time any of your rights or powers against the Service Provider and either to enforce or forbear to enforce any of the terms and conditions of the Agreement and we shall not be released from our liability under Performance Security by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Service Provider or any other forbearance, act, or omission on your part of or any indulgence by you to the Service Provider or by any variation or modification of the Agreement or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will increase our liability hereunder beyond the limit of Rs._____ (Rupees_____) as aforesaid or extend the period of the guarantee beyond the said day of _____ unless expressly agreed to by us in writing.

The Performance Security shall not in any way be affected by your taking or giving up any securities from the Service Provider or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the Service Provider.

In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Service Provider hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety and other rights, if any, which are in any way inconsistent with any of the provisions of Performance Security. Subject to the maximum limit of our liability as aforesaid, Performance Security will cover all your claim or claims against the Service Provider from time to time arising out of or in relation to the Agreement and in respect of which your claim in writing is lodged on us before expiry of three months from the date of expiry of Performance Security.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post it shall be deemed to have been given when the same has been posted.

The Performance Security and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Performance Security is not intended to and shall not revoke or limit such guarantee or guarantees.
The Performance Security shall not be affected by any change in the constitution of the Service Provider or us nor shall it be affected by any change in your constitution or by any amalgamation or

absorption thereof or therewith but will endure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

The Performance Security shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Service Provider.

Notwithstanding anything contained herein:

i. Our liability under this guarantee shall not exceed Rs._____ (Rupees_____only);

ii. This guarantee shall be valid upto _____; and

iii. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand at --------- (place) on or before _____ (mention period of the guarantee as found under clause ii. above plus claim period).

We have the power to issue Performance Security in your favour by statute and the undersigned has full power to execute Performance Security under the Power of Attorney to him by the Bank.

Dated this _____ day of _____ 2020.

For and on behalf of

_____
BRANCH MANAGER SEAL
ADDRESS PLACE