



REQUEST FOR PROPOSAL
for
Cleaning/Sweeping / Washing with Collection & Disposal of
Solid Waste from
the Banks of River & Ghats at Varanasi

State Mission for Clean Ganga
Department of Namami Ganga & Rural Water Supply,
Government of Uttar Pradesh
Plot no 18, Sector-7, Gomti nagar extension, Lucknow: 226 010
Telephone No. 0522-2838108

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I. Notice Inviting Tender (NIT)

State Mission for Clean Ganga-UP

Plot No-18, Sector-7, Gomti Nagar Extension,
Lucknow, Uttar Pradesh 226010, e-mail: apd@smcg-up.org

NIT No- 01/SMCG-UP/2020-21 dated 16-10-2020

(National Competitive Bidding through e-Tendering mode only)

State Mission for Clean Ganga-UP, (hereinafter called “the Employer”) hereby invites bids on Two- bid systems through e-tendering for “Cleaning/Sweeping / Washing with Collection & Disposal of Solid Waste from the Banks of River & Ghats”under Namami Gange Program in Varanasi City/Town in the State of UP from experienced Contractors/ Firms/Organizations/Bidders excluding those firms who have been declared as non-performing or blacklisted/ debarred for specified period or against whom such action is under process by Central/State Government or it’s Undertakings. Details areas under:

City-Town	Name of Work	Estimated Cost (INR) (In Lakhs)	Bid Security (INR) (In Lakhs)	Period of Contract
Varanasi	Cleaning/Sweeping / Washing with collection & disposal of Solid Waste from the Banks of River on Ghats	1000.00	20.00	2 Years

“The Scope of Work includes mainly Cleaning/Washing of Ghats, Installation of Dust Bins, installation of Reverse Vending Machine with container system and cleaning operation & maintenance of Ghats”

1. It is mandatory for all the bidders to have class-III Digital Signature Certificate **(With Both DSC Components, i.e. Signing & Encryption in the name of authorized signatory (who will sign the Bid))** from any of the licensed Certified agencies. Bidders can see the list of licensed Certified agencies (CA’s) from e-Tendering Portal <https://etender.up.nic.in>) to participate in e-tendering.
2. To participate in the e-bid, it is mandatory for the Bidders to get themselves registered with the e- tendering portal (<https://etender.up.nic.in>) **[Registration of cost as per rule and there is no Tender Processing Fee]**.
3. To Participate for bidding, bidders have to pay non-refundable tender document fee of **Rs 5000/-** (Five thousand only) through Demand Draft favouring “Project Director, State Mission for Clean Ganga-UP,” Payable at Lucknow OR (Through RTGS) favouring “Project Director, State Mission for Clean Ganga-UP” in “Union Bank of India, A/c No. 535102050800053 IFSC Code-UBIN0553514, Branch at P.N. Road Lucknow (UP).
4. The Bidder shall furnish, as part of the Bid, Earnest Money/Bid Security, in the amount as specified above in the form of **Bank Guarantee OR Bank Fixed**

Deposit Receipt (FDR) OR Through RTGS must be submitted in favour of “Project Director, State Mission for Clean Ganga-UP,” Payable at Lucknow in Union Bank of India, A/c No. 535102050800053 IFSC Code-UBIN0553514, Branch at P.N. Road Lucknow (UP).

5. The detailed Bid document/RFP can be viewed and downloaded from the website (<https://etender.up.nic.in> and www.smcg-up.org) from 20/10/2020 (10:00 Hrs) to 06/11/2020 (upto 15.00 Hrs.) free of cost.
6. Pre-Bid Meeting Shall be conducted on 23/10/2020 on 12.00 Hrs.. Quires regarding this can be sent through email on apd@smcg-up.org till 22/10/2020 on 17.00 Hrs.
7. The last date of online submission of the Bid 06/11/2020 **upto 15.00 Hrs.** (as mentioned on the e-Portal only) (“**Bid Due Date**”). The Bids would be opened on 06/11/2020 **at 15.30 Hrs.** Online at O/o State Mission for Clean Ganga-UP, Lucknow. Representatives of the bidders (maximum of two) who choose to attend may attend the online opening of the bids on the date & time as mentioned above. However, such representatives shall be allowed to attend the opening of the bids only if they produce letter of authority on the letter head of the bidder, at the time of opening of bids.
8. A signed and having seal on every page bid should be submitted online in the prescribed format of Bid Document uploaded in the Website. No other mode of submission is acceptable. Conditional bids would be rejected. Besides this a hard copy of bid should be submitted in the office on 06/11/2020 15.00 Hrs. .
9. The Corrigendum/Addendums/Amendments/Clarifications to the Bid Document/ RFP, if any will be hosted on the above website (<https://etender.up.nic.in> and www.smcg-up.org) only. For any clarification, the following office may be contacted:

**O/o Project Director,
State Mission for Clean Ganga
Plot-18, Sector-7, Gomti Nagar Extension, Lucknow,
Telephone/ 0522-2838106, e-mail:- apd@smcg-up.org**
10. Joint Venture firms are not allowed to participate in Bidding.
11. State Mission for Clean Ganga-UP reserves the right to accept/reject any or all the bids without assigning any reasons thereof.

Project Director
State Mission for Clean Ganga-UP
Uttar Pradesh

II. Instructions to Bidders

1. Introduction

National Mission for Clean Ganga under Ministry of Water Resources, River Development & Ganga Rejuvenation has set objective to ensure effective abatement of pollution and conservation of the river Ganga by adopting a river basin approach for comprehensive planning and management. The objective of work envisaged under this tender is to carry out Ghat cleaning under entry level activity.

The Ghat spaces which were primarily used and built for purposes like meditation, worship. Cleaning of Ghats may be taken up by organizing local people, local NGOs, professional Bidder etc. to take up cleaning activities with the help of local bodies.

Though cleaning works are extremely important, the task of removal of the waste is equally crucial. It should be ensured that the collected waste does not go into the river and therefore a strong co-ordination with the local bodies is important. National Mission for Clean Ganga (NMCG) started the work of cleaning of ghats from 2016 in Varanasi and also executing in other 04 cities Bithoor, Kanpur, Prayagraj & Mathura Vrindavan from 2019.

The river citizen interaction at these ghats generate significant quantity of solid waste which not only creates unhygienic conditions at the ghats but a large portion of this waste also gets into the river creating river pollution and poor visitor experience. The works accordingly proposes cleaning of these Ghats using manual labour and machines, wherever feasible, providing facilities of dustbins and public awareness through promotional activities.

In Uttar Pradesh, State Mission for Clean Ganga (SMCG), U.P. (A State Government Unit) is implementing the Namami Ganage programme and activities across the State. SMCG will monitor all the activities of the programm and a tripartite agreement will be signed between concerned Urban Local Body, SMCG and Contractor for proper implementation of project activities.

Project Director, State Mission for Clean Ganga-UP, Lucknow invites tenders in two stage bid system i.e., technical and financial bid separately from the reputed and experienced Contractors/ Firms/Organizations/Bidders for –

- I. Cleaning/sweeping / washing with collection and disposal of solid waste from the banks of river on ghats.
- II. Installation of twin dust bins, Reverse Vending Machine with container.
- III. Removal of inert/biodegradable/non-biodegradable waste from the Ghats
- IV. Transportation of collected waste to designated location suggested by ULB near the Ghats.
- V. Disposal of waste from Cremation Ghats.
- VI. Rigorous Awareness activities related to Ghat cleaning at Ghats etc.

1. General

- 1.1. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Bidder.
- 1.2. The successful Bidder shall be expected to render the Services for the period specified in the Data Sheet.
- 1.3. Tender document will be available on “<https://etender.up.nic.in> and www.smcg-up.org” from duration mentioned in Datasheet free of cost for download. To participate for bidding, bidders have to pay non-refundable tender document fee mentioned in datasheet through Demand Draft favouring “Project Director, State Mission for Clean Ganga-UP” payable at Lucknow OR through RTGS favouring “Project Director, State Mission for Clean Ganga-UP” in “Union Bank of India, A/c No. 535102050800053 IFSC Code-UBIN0553514, Branch at P.N. Road Lucknow (UP)..”
- 1.4. The earnest money shall be furnished as a part of the bid, earnest money/bid security in the amount as specified in the NIT in the form of bank guarantee/bank fixed deposit receipt (FDR) drawn in favour of Project Director, State Mission for Clean Ganga-UP payable as Lucknow OR through RTGS favouring “Project Director, State Mission for Clean Ganga-UP” or in bank account as specified in clause 1.3.
- 1.5. Bidder shall furnish an affidavit on a Non-judicial stamp paper of Rs.100/- as under: I/We undertake and confirm that have not been blacklisted by any Central/State/Government Bidder and submit an undertaking by Company Secretary/any board member/Authorised Signatory in this effect. SMCG-UP reserves the right of suo-moto termination of the contract if contractor’s undertaking as a non-blacklisted company is found wrong.

2. Number of Proposals

- 2.1. A Firm shall submit only one proposal in the same selection process, either individually as a Bidder or as a company/firm/LLP/private or public or government owned legal entity. No firm can be a sub-Bidder while submitting a proposal individually or as a partner of a joint venture in the same selection process. A Bidder who submits or participates in more than one proposal will cause all the proposals in which the Bidder has participated to be disqualified.

3. Due Diligence by Bidder

- 3.1. The Bidder shall bear all costs associated with the preparation and submission of their proposals and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the entire selection process.
- 3.2. The bidder may familiarize itself with local conditions and take them into account in preparing the Proposal. Bidder may visit the site before submitting a proposal and obtain for itself on its own responsibility all information that may be necessary for preparing the proposal and entering into a contract. The costs of visiting the Employer shall be at the Bidder’s own expense.
- 3.3. The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but

only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof.

- 3.4. Bidders shall ensure that the Employers advised of the visit in adequate time to allow them to make appropriate arrangements.

4. Right to reject any or all Bids

- 4.1. Notwithstanding anything contained in this RFP, the Employer reserves the right to accept or reject any RFP and to annul the Selection 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 thereof.
- 4.2. Without prejudice to the generality of ITB Clause 4.1, the Employer reserves the right to reject any Proposal 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 Employer, the supplemental information sought by the Employer for evaluation of the Proposal.
- 4.3. Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the selected bidder gets disqualified / rejected, then the Employer reserves the right to may consider the next best Bidder, or take any other measure as may be deemed fit is the sole discretion of the Employer, including annulment of the Selection Process.
- 4.4. The bid shall also be summarily rejected if the firm has a record of poor performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion, financial failure and /or has participated in previous bidding for the same works and had quoted unreasonably high bid price/premium.
- 4.5. Originals of the certificates shall be produced as and when required to verify the copies of statements and other information furnished along with bid. Failure to produce original documents in time will lead to disqualification.
- 4.6. In addition to the above, even while executing the work, if it is found that the firm produced false / fake certificates in the firm's bid, the firm will be blacklisted and contract will stand cancelled and all due payments withheld/ forfeited. Bank Guarantee (BG) will be forfeited.

5. History of Litigation and Criminal Record

- 5.1. If any criminal cases are pending against the Bidder at the time of submission of the bid, then the bid shall be summarily rejected. In such a case, the Bidder shall submit an affidavit to the effect that the history of litigation, criminal cases pending against him/her/partners furnished by him/her is true.
- 5.2. In case it is detected at any stage that the affidavit is false, Bidder will abide by the action taken by the Employer without approaching any court whatsoever for redress. Bidder will however, be given suitable opportunity to offer their explanation before action is taken against them.

6. Request for Clarification and Pre-Bid conference

- 6.1. A prospective Bidder requiring any clarification prior to the submission of the Proposal shall contact the Employer to accept the Request for Clarification in

writing at the address specified in the Data Sheet or through email (to: apd@smcg-up.org). The Request for Clarification shall be submitted no later than the period specified in the Data Sheet.

- 6.2. The Employer shall endeavour to respond to queries or provide any clarifications by hosting in the website without mentioning the names of the bidders seeking clarification.
- 6.3. The Employer may hold a pre-bid conference no later than the period specified in the data sheet to resolve only those clarifications as sought in the Request for Clarification. The Bidder's designated representative shall be invited to attend a pre-proposal conference, which, if convened, will take place at the venue and time stipulated in the Data Sheet.
- 6.4. The Employer shall webhost <www.smcg-up.org> containing the clarifications as sought in the pre-proposal conference no later than seven (7) days of the pre-proposal conference. The clarification shall include a description of the inquiry but without identifying its source.
- 6.5. Any modification of the proposal documents listed in ITB Clause 9.1 that may become necessary as a result of the clarification shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB Clause 7 by hosting on the website. The bidders are required to check the same prior to submission of the bid.
- 6.6. Non-attendance at the pre-bid conference shall not be a cause for disqualification of a Bidder.
- 6.7. The Employer at its own discretion may chose not to entertain any change in RFP.

7. Amendments/modification to RFP Documents

- 7.1. At any time prior to the deadline for submission of RFP, the Employer may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by the issuance of Addendum/ Amendment by hosting on the website.
- 7.2. Any addendum issued shall be communicated on the website <www.smcg-up.org> and shall be considered as integral part of the RFP document.
- 7.3. To give prospective bidders reasonable time in which to consider an addendum in preparing their proposals, the Employer may, at its discretion, extend the deadline for the submission of proposals, pursuant to ITB Clause 17.

8. Language of Proposal

- 8.1. The Proposal, as well as all correspondence and documents relating to the proposal exchanged by the Bidder and the Employer, shall be written in the English language.
- 8.2. If any document is in any other language, then the Bidder has to translate it in English.

9. Documents comprising the proposal

- 9.1. The Proposal shall contain the following documents, to be submitted in the standard formats given in this RFP:

- Bid Application Form (Annexure I);
- Details of the Company/Firm (Annexure II);
- Financial Capacity (Annexure III);
- Technical bid must be accompanied by the Audited Annual Reports / an audited balance sheet certified by Chartered Accountant of the bidder for the last 3 financial years (FY 2018-19, FY 2017-18, FY 2016-17).
- Bidder's Qualification Criteria (BQC) (Annexure IV);
- Details of all completed works during the last five years (Annexure V) (ending last day of the month 31.3.2020)
- Details of mechanized & automated cleaning and equipment to be used in carrying out the work ((Annexure VI)
- Bid Security/EMD
- Copy of certificate of Incorporation/Registration Certificate.
- Bidder must submit valid Registration Certificate, Certified Copy of License from Labor Commissioner to Employ Contract labour under Contract Labour Act, if applicable.
- Bidder shall submit Certified Copy of PAN Card along with latest copy of Income tax return.
- At the time of purchase of tender, the Bidder shall furnish an affidavit on a Non-judicial stamp paper of Rs.100/- as under: I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis.
- Affidavit mention in ITB clause 1.5.

9.2. The proposal will be accompanied by an undertaking on the letter head of the bidder and signed by an authorized signatory, that the bidder will undertake the work in accordance with the Scope of Work detailed in the RFP and GST as applicable in Uttar Pradesh will be paid as per actual.

10. Format and signing of Proposal

- 10.1. The Bidder shall provide all the information sought under this RFP. The Employer would evaluate only those Proposals that are received in the specified format and complete in all respects.
- 10.2. The Bidder shall prepare one original of the documents comprising the proposal as described in ITB Clause 9, which to be uploaded on e-portal and In addition, the Bidder shall submit the same hard copy of the proposal to SMCG office before last date and time of submission of proposals.
- 10.3. In the event of any discrepancy between the uploaded documents on e-tender and the submitted hard copy at office, the uploaded documents on e-portal shall prevail.
- 10.4. The uploaded documents on e-portal and submitted hard copy of the proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the "Authorized Representative" as detailed below:

- By a partner, in case of a partnership firm and/or a limited liability partnership;
 - By a duly authorized person holding the Power of Attorney, in case of a Limited Company or a Corporation;
 - A copy of the Power of Attorney certified under the hands of a Partner or Director of the Bidder and notarized by a notary public shall accompany the Proposal.
- 10.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal.
- 10.6. Except as specifically provided in this RFP, no supplementary material will be entertained by the Employer, and that evaluation will be carried out only based on Documents received by the closing time. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Employer reserves the right to seek clarifications.

11. Sufficiency of Bid

- 11.1. The bidders shall be deemed to have satisfied themselves before bidding as to the correctness and sufficiency of bid for the services to be provided and of the prices quoted in the financial bid, which shall cover all obligations under the contract and all matters and things necessary for the successful accomplishment of the services / assignments.

12. Proposal Submission Form and Schedules

- 12.1. The Bidder shall submit the Proposal Submission Form, Schedules and all documents listed under ITB Clause 9 using the relevant forms, if so provided. The forms must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13. Validity of Proposals

- 13.1. Proposal shall remain valid for the period specified in the Data Sheet after the proposal submission deadline date prescribed by the Employer as specified in ITB Clause 17. A proposal valid for a shorter period shall be rejected by the Employer as non-responsive. During the proposal validity period, Bidders shall maintain the availability of Professional staff nominated in the Proposal. The Employer will make its best effort to complete negotiations within this period.
- 13.2. In exceptional circumstances, prior to expiration of the proposal validity period, Employer may request Bidders to extend the period of validity of their proposals. The request and the responses shall be made in writing. If Earnest Money Deposit (EMD) is requested, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its EMD.
- 13.3. A Bidder granting the request
- (a) Shall not be required or permitted to modify its proposal, but will be required to extend the validity of its EMD for the period of the extension.
 - (b) Shall confirm that they will maintain the availability of equipment and staff

mention in Proposal for contract award.

14. Technical Proposal Submission Form and Content

- 14.1. Bidders shall submit a Technical Proposal as stipulated in the Data Sheet. Submission of the wrong type of Proposal will result in the Proposal being deemed non-responsive.
- 14.2. A brief description of the Bidders' organization (Annexure II)
- 14.3. The Proposal shall contain the following information in the Technical Proposal Form (Annexure IV) - A concise, complete, and logical description of how the Bidder's team shall carry out the services to meet all requirements of the TOR i.e. description of the approach, methodology, organization and staffing schedule and work plan for performing the assignment. Quality procedures planned to be adopted by the firm to conform to latest standards being followed in the industry should also be elaborated upon. Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.
- 14.4. An outline of recent experience of the Bidders on assignments of a similar nature is required in the form as specified in Annexure V. For each assignment, the outline shall indicate the names of Sub-Bidders/Professional staff who participated, duration of the assignment, contract amount, and Bidder's involvement. Information shall be provided only for those assignments for which the Bidder was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture.
- 14.5. The Employer reserves the right to verify all statements, information, and documents submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by the Employer to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Employer there under.
- 14.6. The Financial Proposal shall be prepared using the attached Standard Form (Annexure VII). Financial Proposal in no other format shall be accepted.
- 14.7. The Financial Proposal on the Standard Form (Annexure VII) including wages of labour and supervisor or manpower (including EPF, ESI etc,) provided for the two year works. No price variation will be considered for the project.
- 14.8. Financial Proposal will cover the total work cost for the two years.
- 14.9. The Bidder shall make realistic assessment of the exhaustive nature of work and extent of expert technical and managerial inputs and resources required to carry out the services included in Scope of Work diligently to achieve high quality outputs & deliverables within the stipulated time and quote their offer accordingly.
- 14.10. Unless otherwise provided in the Data Sheet and the Conditions of Contract the prices quoted by the Bidder shall be fixed and not subject to variation on any account.

15. Currency of Proposal

- 15.1. The currency of the proposal and payment shall be in INR.

16. Submission, sealing and marking of Proposal

- 16.1. Bidders should be submitted online in the prescribed format of Bid Document uploaded in the Website. Besides this a hard copy of uploaded Technical Proposal in a sealed envelope should be submitted in the office. No other mode

of submission is acceptable. The rest of the procedure shall be in accordance with ITB Clauses 16.2 & 16.3.

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer in accordance with ITB Clause 6.1;

16.2. If all envelopes are not sealed and marked as required, the Employer shall assume no responsibility for the misplacement or premature opening of the proposal.

17. Deadline for Submission & Opening of Proposals

17.1. Complete proposals must be received on e-tender portal and hard copy of the same in the office of the Employer at the address specified in Data Sheet and no later than the date and time specified in Data Sheet. The authorized person shall acknowledge receipt with date and time to the bearer of the proposal.

17.2. The submitted bid would be opened as specified in Data Sheet.

17.3. The Employer may, at its discretion, extend the deadline for the submission of proposals by amending the RFP Documents in accordance with ITB Clause 7, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

18. Late Proposals

18.1. The Employer shall not consider any proposal that arrives after the deadline for submission of proposals, in accordance with ITB Clause 17. Any proposal received by the Employer after the deadline for submission of proposals on e-tender portal shall be declared late, rejected, and returned unopened to the Bidder.

19. Confidentiality

19.1. Information relating to the examination, evaluation, comparison, and post-qualification of proposals, and recommendation of contract award, shall not be disclosed to Agencies or any other persons not officially concerned with such process until publication of the Contract Award.

19.2. The undue use by any Agency of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Client's antifraud and corruption policy.

19.3. Any effort by an Agency to influence the Client in the examination, evaluation, comparison, and post-qualification of the proposals or contract award decisions may result in the rejection of its Proposal.

19.4. Notwithstanding anything contained in ITB Clause 24.3, from the time of proposal opening to the time of Contract Award, if any Agency wishes to contact the Client on any matter related to the selection process, it should do so in writing. It should not contact the Client on any matter related to its Technical and Financial proposal

III. Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	General
1.1	Method of selection: Technically Qualified Lowest Bidder This is single stage- two envelope e-bidding.
1.2	Services to be rendered for the period: 24 months
1.3	Duration of tender document availability will be 20/10/2020 10.00 Hrs
1.3	Non-refundable tender document fee is Rs 5000/- (Five thousand only)
6.1	For Clarification of proposal purposes the Employer's address is: Attention: Project Director , State Mission for Clean Ganga, Department of Namami Ganga & Rural Water Supply , Government of Uttar Pradesh, Plot no 18, Sector-7, Gomti nagar extension, Lucknow: 226 010, 0522-2838108 E-mail: apd@smcg-up.org
6.1	Requests for clarification should be received by the Employer no later than: 22/10/2020,17.00 Hrs (through email)
6.3	A pre-bid conference shall take place, at the following place, time and date: O/O Project Director , State Mission for Clean Ganga, Department of Namami Ganga & Rural Water Supply, Government of Uttar Pradesh, Plot no 18, Sector-7, Gomti nagar extension, Lucknow: 226 010 On 23/10/2020 At 12:00 Hrs
9.1	Bidder shall submit documents with its proposal as per clause
10.2	The number of copy: One hard copy
13.1	The proposal validity period shall be 180 days .
13.2	The amount of the Earnest Money deposit shall be: INR 20,00000/- (Rupees Twenty Lakhs Only) Amount shall be in form of either bank guarantee or bank fixed deposit receipt (FDR) or through RTGS from a Nationalized scheduled bank in India issued in name of the Employer
14.1	The Bidder shall submit a Full Proposal
14.10	The prices quoted by the Bidder shall be fixed. It shall not be subject to adjustment during the performance of the Contract.
17.1	Bidder shall submit their proposal on e-portal (https://etender.up.nic.in) upto 06/11/2020, 15.00 Hrs
17.2	The submitted bid will be open on 06/11/2020, 15.30 Hrs

IV. General Conditions of Contract

1. GENERAL PROVISIONS

1.1. Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Employer’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (b) “Employer” means the State Mission for Clean Ganga (SMCG-UP)/Municipal Corporation Varanasi.
- (c) “Firms” means a legally-established firm or entity selected by the Employer to provide the Services under the signed Contract.
- (d) “Contract” means the legally binding written agreement signed between the Employer and the Firms and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (e) “Day” means a working day unless indicated otherwise.
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.2.
- (g) “Foreign Currency” means any currency other than the currency of the Employer’s country.
- (h) “GCC” means these General Conditions of Contract.
- (i) “Government” means the government of the Employer’s country.
- (j) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Employer for the performance of the Contract.
- (k) “Local Currency” means the currency of the Employer’s country.
- (l) “Party” means the Employer or the Firms, as the case may be, and “Parties” means both of them.
- (m) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not overwritten.
- (n) “Services” means the work to be performed by the Firms pursuant to this Contract, as described in RFP hereto.
- (o) “Sub-Firms” means an entity to whom/which the Firms sub-contracts any part of the Services while remaining solely liable for the execution of the Contract.
- (p) “Third Party” means any person or entity other than the Government, the Employer, the Firms or a Sub-Firms.
- (q) ‘**Nodal Officer**’ means ‘Authorised Representative of ULB’

responsible for Supervision, monitoring of works and its execution.

- (r) **“Dead Animals”** means animals or portions thereof equal to or greater than 5 kilograms in weight which have expired from any cause, except those properly slaughtered or killed for human consumption.
- (s) **“Dispose”** means to deliver Solid Waste to the official waste disposal site, within the designated operational hours of the facility
- (t) **“Equipment”** means any consumables equipment materials facilities implement and plant or other things required or necessary for the satisfactory performance of the Services
- (u) **“Water-Line”** means Confluence point between river and land
- (v) **“Ghat”** means a broad step leading down to the bank of a river used especially for bath.
- (w) **“Years”** means “Financial years” unless stated otherwise.

- 1.2. Relationship between the Parties Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Employer and the Firms. The Firms, subject to this Contract, have complete charge of the labour and supervisor, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 1.3. Law Governing Contract This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 1.4. Language This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.5. Headings The headings shall not limit, alter or affect the meaning of this Contract.
- 1.6. Communications (a) Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 1.4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
(b) A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.
- 1.7. Location The Services shall be performed at such locations as are specified in RFP hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Employer may approve.
- 1.8. Authorized Representatives Any action required or permitted to be taken, and any document required or permitted to be executed under this

- Contract by the Employer or the Firms may be taken or executed by the officials specified in the **SCC**.
- 1.9. Fraud and Corruption The Employer will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time to bid for any work with SMCG-UP, if it at any time determines that the Firm has engaged in corrupt or fraudulent practices in competing for the Contract for in its execution. The employer requires the bidders/ contractors to strictly observe the laws against fraud and corruption enforced in India, namely, Prevention of corruption Act, 1988.
- 1.10. Commissions and Fees The Employer requires the Firms to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1. Effectiveness of Contract This Contract shall come into force and effect on the date (the "Effective Date") of the Employer's notice to the Firms instructing the Firms to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.
- 2.2. Termination of Contract for Failure to become effective If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than **Ninety (90) days** written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 2.3. Commencement of Services The Firms shall confirm availability of labour and supervisor and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 2.4. Expiration of Contract Unless terminated earlier pursuant to Clause GCC 3.1 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
- 2.5. Entire Agreement This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 2.6. Modifications or Variations Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any

proposals for modification or variation made by the other Party.

2.7. Force Majeure

a. Definition

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government Bidders.

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

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

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

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

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

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

i. demobilize, in which case the Firms shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Employer, in reactivating the Services; or

ii. continue with the Services to the extent reasonably possible, in which case the Firms shall continue to be paid

under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 8.1 & 8.2.

2.8. Suspension

The Employer may, by written notice of suspension to the Firms, suspend part or all payments to the Firms hereunder if the Firms fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Firms to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Firms of such notice of suspension.

2.9. Termination

This Contract may be terminated by either Party as per provisions set up below:

a. By the Employer

(a) The Employer may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (i) through (iv) of this Clause. In such an occurrence the Employer shall give at least thirty (30) calendar days' written notice of termination to the Firms in case of the events referred to in (i) through (iv); at least sixty (60) calendar days' written notice in case of the event referred to in (v); and at least five (5) calendar days' written notice in case of the event referred to in (vi):

i. If the Firms fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 2.8;

ii. If the Firms becomes (or, if the Firms consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

iii. If the Firms fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8.2;

iv. If, as the result of Force Majeure, the Firms is unable to perform a material portion of the Services for a period of not less than **sixty (60) calendar days**;

v. If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

vi. If the Firms fails to confirm availability of workers as required in Clause GCC 4.2.

(b) Furthermore, if the Employer determines that the Firms has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) calendar days' written notice to the Firms, terminate the Firm's employment under the Contract.

b. By the Firms

(a) The Firms may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Employer, in case of the occurrence of any of the events specified in paragraphs (a)

through (d) of this Clause.

- i. If the Employer fails to pay any money due to the Firms pursuant to this Contract and not subject to dispute pursuant to Clause 8.2 within **forty-five (45) calendar days** after receiving written notice from the Firms that such payment is **overdue**.
- ii. If, as the result of Force Majeure, the Firms is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- iii. If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8.2.
- iv. If the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Firms may have subsequently approved in writing) following the receipt by the Employer of the Firm's notice specifying such breach.

c. Cessation of Rights and Obligations of Upon termination of this Contract pursuant to Clauses GCC 2.2 or GCC 3.1 hereof, or upon expiration of this Contract pursuant to Clause GCC 2.4, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 3.3, (iii) the Firm's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 3.6 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services of Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.9a or GCC 2.9b, the Firms shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Firms and equipment and materials furnished by the Employer, the Firms shall proceed as provided, respectively, by Clauses GCC 3.8 or GCC 3.9.

e. Payment upon Termination (a) Upon termination of this Contract, the Employer shall make the following payments to the Firms:

- i. payment for Services satisfactorily performed prior to the effective date of termination; and
- ii. in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 2.9a(a), reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Firms' representatives.

3. OBLIGATIONS OF THE FIRMS

3.1. General

- a. Standard Performance of (a) The Firms shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Firms shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with the third parties.
- (b) The Firms shall employ and provide such trained and experienced Labour and Supervisor as are required to carry out the Services.
- (c) The Firms may not subcontract part of the Services to an extent and with such Labour, Supervisor and Sub-Firms as may be approved in advance by the Employer. Notwithstanding such approval, the Firms shall retain full responsibility for the Services.
- b. Law Applicable to Services The Firms shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Labour, Supervisor and Sub-Firms, comply with the Applicable Law.

3.2. Conflict of Interest

The Firms shall hold the Employer's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

- a. Firms Not to Benefit from Commissions, Discounts, etc. (a) The payment of the Firms pursuant to GCC Clauses 6.1 through 6.4 shall constitute the Firm's only payment in connection with this Contract and, subject to Clause GCC 3.2b, the Firms shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Firms shall use its best efforts to ensure that any Sub-Firms, as well as the workers and agents of either of them, similarly shall not receive any such additional payment.
- (b) Furthermore, if the Firms, as part of the Services, has the responsibility of advising the Employer on the procurement of goods, works or services, the Firms shall comply with the Applicable Laws and Regulations, and shall at all times exercise such responsibility in the best interest of the Employer. Any discounts or commissions obtained by the Firms in the exercise of such procurement responsibility shall be for the account of the Employer.
- b. Firms and Affiliates Not to Engage in Certain Activities The Firms agrees that, during the term of this Contract and after its termination, the Firms and any entity affiliated with the Firms, as well as any Sub-Firms and any entity affiliated with such Sub-Firms, shall be disqualified from providing

- goods & works resulting from or directly related to the Firm's Services for the operation of the ghat cleaning work.
- c. Prohibition of Conflicting Activities of The Firms shall not engage, and shall cause its Labour, Supervisor as well as its Sub-Firms not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
 - d. Strict Duty to Disclose Conflicting Activities The Firms has an obligation and shall ensure that its labours and supervisors and Sub-Firms shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Firms or the termination of its Contract.
- 3.3. Confidentiality Except with the prior written consent of the Employer, the Firms and the labours and supervisors shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Firms and the labours and supervisors make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4. Liability of the Firms Subject to additional provisions, if any, set forth in the SCC, the Firm's liability under this Contract shall be provided by the Applicable Law.
- 3.5. Insurance to be taken out by the Firms The Firms (i) shall take out and maintain, and shall cause any Sub-Firms to take out and maintain, at its (or the Sub-Firms', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Firms shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 2.3.
- 3.6. Accounting, Inspection and Auditing (a) The Firms shall keep, and shall make all reasonable efforts to cause its Sub-Firms to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
(b) The Firms shall permit and shall cause its subcontractors and sub-Firms to permit, the Employer and/or persons appointed by the Employer to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors.
- 3.7. Reporting Obligations The Firms shall submit to the Employer the reports and documents specified in RFP, in the form, in the numbers and within the time periods set forth in the said RFP.
- 3.8. Proprietary Rights of the Employer in Reports and (a) Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting

Records

records or material compiled or prepared by the Firms for the Employer in the course of the Services shall be confidential and become and remain the absolute property of the Employer. The Firms shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Firms may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Employer.

(b) If license agreements are necessary or appropriate between the Firms and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Firms shall obtain the Employer's prior written approval to such agreements, and the Employer shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

3.9. Equipment,
Vehicles and
Materials

(a) Equipment, vehicles and materials made available to the Firms by the Employer, or purchased by the Firms wholly or partly with funds provided by the Employer, shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of this Contract, the Firms shall make available to the Employer an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Employer's instructions. While in possession of such equipment, vehicles and materials, the Firms, unless otherwise instructed by the Employer in writing, shall insure them at the expense of the Employer in an amount equal to their full replacement value.

(b) Any equipment or materials brought by the Firms or its labours and supervisors into the Employer's country for the use either for the project or personal use shall remain the property of the Firms or the Experts concerned, as applicable.

4. FIRM'S LABOUR SUPERVISOR AND SUB-FIRMS

4.1. Description of Labour and Supervisor of The title, agreed job description, minimum no of labour and supervisor are trained and experienced for estimated period of engagement to carry out the Services of each of the Labour and supervisor are described in RFP.

4.2. Replacement of Labour and Supervisor of (a) Except as the Employer may otherwise agree in writing, no changes shall be made in the labour and supervisor.

(b) Notwithstanding the above, the substitution of labour and supervisor during Contract execution may be considered only based on the Firm's written request and due to circumstances outside the reasonable control of the Firms, including but not limited to death or medical incapacity. In such case, the Firms shall forthwith provide as a replacement, a person of

equivalent or better trained and experience, and at the same rate of remuneration.

- 4.3. Removal of labours and supervisors or Sub-Firms
- (a) If the Employer finds that any of the labour, supervisor or Sub-Firms has committed serious misconduct or has been charged with having committed a criminal action, or if the Employer determines that a Firm's labour, supervisor or Sub-Firms has engaged in Fraud and Corruption while performing the Services, the Firms shall, at the Employer's written request, provide a replacement.
 - (b) In the event that any of labour, supervisor or Sub-Firms is found by the Employer to be incompetent or incapable in discharging assigned duties, the Employer, specifying the grounds therefore, may request the Firms to provide a replacement.
 - (c) Any replacement of the removed labour, supervisor or Sub-Firms shall possess better qualified and experience and shall be acceptable to the Employer.
 - (d) The Firms shall bear all costs arising out of or incidental to any removal and/or replacement of such labour or supervisor.

5. OBLIGATIONS OF THE EMPLOYER

5.1. Assistance and Exemptions

Unless otherwise specified in the SCC, the Employer shall use its best efforts to:

- (a) Assist the Firms with obtaining work permits and such other documents as shall be necessary to enable the Firms to perform the Services.
- (b) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the labour or supervisor and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Provide to the Firms any such other assistance as may be specified in the SCC.

5.2. Access to Project Site

The Employer warrants that the Firms shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Employer will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Firms and each of the labour and supervisor in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Firms or any Sub-Firms or the labour and supervisor of either of them.

5.3. Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the applicable law in the Employer's country with respect to taxes and duties which increases or decreases the cost incurred by the Firms in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Firms under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount

- specified in Clause GCC 6.1
- 5.4. Services, Facilities and Property of the Employer and The Employer shall make available to the Firms and the staffs, for the purposes of the Services and free of any charge, the services, facilities and property described in the RFP at the times and in the manner specified in said RFP.
- 5.5. Counterpart Personnel (a) The Employer shall make available to the Firms free of charge such professional and support counterpart personnel, to be nominated by the Employer with the Firm's advice, if specified in RFP.
(b) Professional and support counterpart personnel, excluding Employer's liaison personnel, shall work under the exclusive direction of the Firms. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Firms that is consistent with the position occupied by such member, the Firms may request the replacement of such member, and the Employer shall not unreasonably refuse to act upon such request.
- 5.6. Payment Obligation In consideration of the Services performed by the Firms under this Contract, the Employer shall make such payments to the Firms for the deliverables specified in RFP and in such manner as is provided by GCC 6 below.

6. PAYMENTS TO THE FIRMS

- 6.1. Contract Price Any change to the Contract price specified in RFP can be made only if both the Parties have agreed to the revised scope of Services pursuant to Clause GCC 2.6 and have amended in writing the Provisions of RFP.
- 6.2. Taxes and Duties (a) The Firms and Sub-Firms are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.
(b) As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Firms or are paid by the Employer on behalf of the Firms.
- 6.3. Currency of Payment Any payment under this Contract shall be made in the currency (INRs) of the Contract.
- 6.4. Mode of Billing and Payment (a) The payments under this Contract shall be made against deliverables specified in RFP. The payments will be made according to the payment schedule stated in the SCC.
(b) The monthly service delivery fee for the work shall be calculated on the basis of two yearly service delivery fees coded by firms, equally divided across 24 months for monthly fees.
(c) Payment will be certified by ULB on submission of monthly bills, duly supported by attendance certificates issued by the Urban Local Bodies (ULBs) and on production of proof of payment of EPF/Minimum wages/ESI and other statutory payments in reference of the personnel engaged by the contractor.

- (d) The contractor shall submit all his/their bill by the seventh of following month. payment of which will be made through RTGS/NEFT/Cheque to the contractor within 30 days after receipt of the bill along with Monthly Progress Report of the works performed as per the service level benchmarks subject to verification/ certification by Nodal Officer.
- (e) All taxes and levies as per Central/State laws and rules will be recovered from the gross amount of the bill. As per applicable law, no separate import duty exemption is applicable for this project.
- (f) The rates shall be firm and fixed and shall not be subject to any change on any condition of whatsoever nature, except the Price Variation clause, and shall hold well till completion of the Services.
- (g) Employer reserves the right to withhold 10% of the amount from the monthly bills of the contractor for any financial liability under the contract. The amount so deducted will only be refunded/ adjusted when contractor produces proof for fulfilling statutory obligations stipulated in different labour act/rules/instructions/circulars etc. applicable to the Contract.

7. FAIRNESS AND GOOD FAITH

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

8. SETTLEMENT OF DISPUTES

- 8.1. Amicable Settlement
 - (a) The Parties shall seek to resolve any dispute amicably by mutual consultation.
 - (b) If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 8.2 shall apply.
- 8.2. Dispute Resolution Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

Request for Proposal

For Selection of Firms for Cleaning/Sweeping / Washing with collection & disposal of Solid Waste from the Banks of River on Ghats and adjacent infrastructure.

V. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of India.
1.4	English Language
1.6(a) and (b)	<p>The addresses are [fill in at negotiations with the selected firm]: Employer: The Project Director, State Mission for Clean Ganga, Department of Namami Ganga & Rural Water Supply, Government of Uttar Pradesh, Plot no 18, Sector-7, Gomti nagar extension, Lucknow: 226 010, Attention: Add. Project Director Facsimile: 0522-2838108 E-mail (where permitted): apd@smcg-up.org Firms: _____ _____</p> <p>Attention: _____ Facsimile: _____ E-mail (where permitted) :__</p>
1.8	<p>The Authorized Representatives are: For the Employer: Add. Project Director, SMCG, Lucknow For the Firms: [name, title]__</p>
2.2	<p>Termination of Contract for Failure to Become Effective: The time period shall be : 15 days</p>
2.3	<p>Commencement of Services: Performance Security -- The Firms will have to deposit performance security @ 10% of the value of Contract in the shape of Bank Guarantee of any Nationalized scheduled Bank favouring: Project Director, State Mission for Clean Ganga, Department of Namami Ganga & Rural Water Supply, Government of Uttar Pradesh, Plot no 18, Sector-7, Gomti nagar extension, Lucknow: 226 010, with in fifteen days of receipt of letter of award. The number of days shall be -- 15 Days. Confirmation of labour, Supervisor and equipment's availability to start the Assignment shall be submitted to the Employer in writing as a written statement signed by each labour and supervisor.</p>

Request for Proposal

For Selection of Firms for Cleaning/Sweeping / Washing with collection & disposal of Solid Waste from the Banks of River on Ghats and adjacent infrastructure.

2.4	Expiration of Contract: The time period shall be: <i>24 months</i> .
3.2 b	The Employer reserves the right to determine on a case-by-case basis whether the Firms should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 1.22.
3.5	<p>The insurance coverage against the risks shall be as follows: <i>[Delete what is not applicable except (a)].</i> Professional liability insurance, with a minimum coverage of _____ <i>[insert amount and currency which should be not less than the total ceiling amount of the Contract];</i> Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Employer's country by the Firms or its Experts or Sub-Firms, with a minimum coverage as per Motor Vehicle Act 1938 as amended to date. Third Party liability insurance, with a minimum coverage of Rs 2,00,000.00. employer's liability and workers' compensation insurance in respect of the experts and Sub-Firms in accordance with the relevant provisions of the applicable law in the Employer's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Firm's property used in the performance of the Services, and (iii) any documents prepared by the Firms in the performance of the Services.</p>
3.8 b	The Firms shall not use the contract related <i>documents for</i> purposes unrelated to this Contract without the prior written approval of the Employer.
6.1	<p>The Contract price is: _____ <i>[insert amount and currency for each currency as applicable] [indicate: inclusive or exclusive] of local indirect taxes.</i></p>

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6.2 a and b	<p>The Employer shall reimburse the Firms, any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Employer's country, on the Firms, in respect of:</p> <p>(a) any payments whatsoever made to the Firms, Sub-Firms and the Experts (other than nationals or permanent residents of the Employer's country), in connection with the carrying out of the Services;</p>
8.2	<p>In case of Dispute or difference arising between the ULB Nodal Officer and a contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be referred to Employer and Employer decision shall be binding to Contractor. If Contractor do not agree with decision of Employer, then matter will be dealt in line Arbitration and Conciliation Act, 1996.</p> <p>The procedure for arbitration will be as follows: In case of Dispute or difference arising between the Employer and a contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Principal Secretary/Secretary/Director, Namami Ganga & Rural Water Supply, Government of Uttar Pradesh.</p> <p>If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then Principal Secretary/Secretary/Director, Namami Ganga & Rural Water Supply, Government of Uttar Pradesh shall appoint the arbitrator. A certified copy of the order of the Principal Secretary/Secretary/Director, Namami Ganga & Rural Water Supply, and Government of Uttar Pradesh making such an appointment shall be furnished to each of the parties.</p> <p>Arbitration proceedings shall be held at Lucknow, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. (d) The decision of the majority of arbitrators shall be final and binding upon both parties. (e) The cost and expenses of Arbitration proceedings</p>

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	will be borne equally by both parties in accordance with the following fee structure (the signing of the contract shall be the acceptance of the fee structure given below by both the parties):		
	S.No.	Particulars of fee and other charges	Schedule Amount payable per Arbitrator/ per case
	1.	Arbitrator fee	Rs. 15,000/- per day Or Rs. 5 Lakhs (lump-sum) subject to publishing the Award within 6 months. Or Rs. 3 Lakhs (lump-sum) subject to publishing the Award after 6 months but before 12 months. Note: The amount of fees already paid for the days of hearing @ Rs. 15,000/- would be adjusted in the lump-sum payment.
	2.	Reading Charges	Rs.15,000/- per Arbitrator per case including counter claim
	3.	Secretarial Assistance and Incidental Charges (telephone, fax, postage etc.)	Rs.10,000/-
	4.	Charges for Publishing/ declaration of the Award	Maximum of Rs. 25,000/-
	5.	Other expenses (As per actual against bills subject to maximum of the prescribed ceiling given below) Travelling Expenses	Economy class by air, first class AC by train, AC car by road (i) Up to Rs. 10,000/- per day (ii) Rs.3,000/- per day (own arrangement)
	6.	Lodging and Boarding Local Travel	Rs.1,500/- per day
	7.	Extra charges for days other than hearing / meeting days (maximum for 2 days)	Rs.3,000/- per day
	NOTE	1. Lodging, boarding and travelling expenses shall be allowed only for those members who are residing 100	

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	<p>kms. away from place of meeting</p> <p>However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings shall be borne by each party itself. (f) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.</p>
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VI. Scope of Work

1. Background

The ancient city of Varanasi was not built in a day. The city has two remnants of a holy past: the first being Rajghat plateau, where the archeological findings of wares date back to the period of very existence of urban settlement and the second being Sarnath, where Buddha gave his first sermon, “Turning the wheel of law” in 528 BC. Later during 3rd century King Ashoka built a monastery township there, which continued its existence till 12th century and was later destroyed. Since ancient times the natural and cultural landscapes of the city have retained an active social role in contemporary society closely associated with the traditional way of life. The city is a place of pilgrimage and a holy site for sacred baths in the Ganga River, to have a good death, to get relief from transmigration, to learn and receive spiritual merit, etc. The city has still maintained its traditions. In spite of several downfalls and upheavals, traditions are fully alive even today . Being the holiest city of Hinduism, the impact of the religion is found everywhere in the city – the chanting bells and the monotonous, but oddly soothing, chant of Sanskrit hymns, in the fragrant flower offerings, and the colored powders that are sold in a myriad roadside shops which decorate the foreheads of the devout, in the tens of thousands of worshippers and the thousands who offer them salvation or services. Ghats with stairways along the Ganga with presence of “dying homes”, charitable homes, pilgrims’ rest houses, are some of the city’s unique characteristics. Apart from that, silk weaving and sari making, metal, wood and terracotta handicrafts, toy making, particular painting forms, etc., comprise the continuity of historical and cultural tradition. Varanasi is famous for its fairs and festivals with respect to variety, distinction, time, sacred sites, performers, viewers and sideshows

Location

Varanasi town lies between the 25° 15’ to 25° 22’ North latitude and 82° 57’ to 83° 01’ East longitude. The River Ganga only here flows South to North having the world famous ghats on the left bank of the river. The highest flood level of river Ganga was 73.90m (1978) and the lowest river water level is approximately 58m. It is at an elevation of 80.71 metres above mean sea level.

Topography, Geology and Climate

A ridge runs almost 200m to 400m away from the western bank of Ganga and the area between the river and the ridge slopes towards the river Ganga. With vast expanse of gently undulating plain, most of the area beyond the ridge slopes towards the river Assi in the South and towards Varuna River in the North. The general ground level varies from RL 71.0m to 80m. Geologically it is situated in the fertile alluvial Gangetic plains and is under laid with sediments deposited in successive stages. Layers of clay, fine sand, clay mixed with kankar and stone bazari is met with during drilling operations. The climate of the town is of tropical nature with temperature varying from 5°C in winter to 45°C in summer. The annual rainfall varies from 680mm to 1500mm with

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large proportion of its occurring during the months of July to September.

Ghat in Varanasi

Ghats in Varanasi are riverfront steps leading to the banks of the River Ganges. The city has 88 ghats. Most of the ghats are bathing and puja ceremony ghats, while two ghats are used exclusively as cremation sites.

Most Varanasi ghats were rebuilt after 1700 AD, when the city was part of Maratha Empire. The patrons of current ghats are Marathas, Shindes (Scindias), Holkars, Bhonsles, and Peshwes (Peshwas). Many ghats are associated with legends or mythologies while many ghats are privately owned. Morning boat ride on the Ganges across the ghats is a popular visitor's attraction.

List of 20 Important Ghats in Varanasi

No.	Name of Ghat	No.	Name of Ghat
1	AssiGhat	11	Rewan (Reewa) Ghat
2	BhaisasurGhat	12	TulsiGhat
3	BhadainiGhat	13	Chet Singh Ghat
4	Pandey Ghat	14	ShivalaGhat
5	Ksemesvara / SomesvaraGhat	15	Harish Chandra Ghat
6	KedarGhat	16	PrayagGhat
7	DashashwamedhGhat	17	Rajendra Prasad Ghat
8	CausatthiGhat	18	Lalita Ghat
9	SitalaGhat	19	ManikarnikaGhat
10	ScindhiaGhat	20	PancagangaGhat

List of remaining 68 Ghats

No.	Name of Ghat	No.	Name of Ghat
1	Ganga Mahal Ghat	35	Mir (Meer) Ghat
2	Janaki Ghat	36	Phuta/ NayaGhat
3	Mata Anandamai	37	Nepali Ghat
4	VaccharajaGhat	38	Bauli/ Umaraogiri/ AmrohaGhat
5	Jain Ghat	39	Jalasen (Jalasyai) Ghat
6	Nishad Ghat	40	KhirkiGaht
7	Prabhu Ghat	41	BajirioGhat
8	PanchkotaGhat	42	SankathaGhat
9	NiranjaniGhat	43	Ganga Mahal Ghat (II)
10	MahanirvaniGhat	44	BhonsaleGhat
11	GulariaGhat	45	NayaGhat
12	Dandi Ghat	46	GenesaGhat
13	Hanuman Ghat	47	Mehta Ghat
14	Prachina (Old) HanumananaGhat	48	Rama Ghat

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15	Karnataka Ghat	49	JataraGhat
16	Durga Ghat	50	Raja Gwalior Ghat
17	LaliGhat	51	Mangala Gauri Ghat (also known as BalaGhat)
18	VijayanagaramGhat	52	VenimadhavaGhat
19	Caowki (Chauki) Ghat	53	Brahma Ghat
20	MansarovarGhat	54	BundiParakotaGhat
21	NaradGhat	55	(Adi)SitalaGhat
22	Raja Ghat rebuilt by Amrut Rao Peshwa	56	Lal Ghat
23	KhoriGhat	57	HanumanagardhiGhat
24	SarvesvaraGhat	58	Gaya/Gai Ghat
25	DigpatiaGhat	59	Badri NayaranaGhat
26	Rana Mahal Ghat	60	TrilochanGhat
27	Darbhangha Ghat	61	Gola Ghat
28	Munshi Ghat	62	Nandesvara /Nandu Ghat
29	AhilyabaiGhat	63	SakkaGhat
30	Man Mandir Ghat	64	TelianalaGhat
31	Tripura BhairaviGhat	65	Naya/PhutaGhat
32	Shri Panch Agni Akhara Ghat	66	PrahaladaGhat
33	Nishad Ghat (divided from Prahalada)	67	Adi Keshava Ghat
34	Rani Ghat	68	Sant RavidasGhat

Popular ghats

According to the puranic sources, there are five key ghats on the riverfront, important because of their association with a defining feature of the holy city of Kashi: AssiGhat, DashashwamedhGhat, ManikarnikaGhat, PanchgangaGhat and Adi Keshav Ghat.

Assi Ghat

This ghat that used to lie at the confluence of the Ganges with the dry river Asi marks the traditional southern boundary of the city. Asisangameshwar Temple at the ghat finds mention in the Kashi Khand of Skandmahapuram. This ghat is very popular because it is one of the very few ghats that is linked with the city through a wide street. It is also the major ghat that is closest to Banaras Hindu University.

Assighat name is given as it is the 80th ghat. PM MODI launched water ATM on 17th sep, 2015 on occasion of PM birthday.

Dashashwamedh Ghat, Varanasi

DashashwamedhGhat is located close to Vishwanath Temple, and is probably the most

spectacular ghat. Two Hindu mythologies are associated with it: According to one, Lord Brahma created it to welcome Lord Shiva. According to another, Lord Brahma sacrificed ten horses, during Dasa-Ashwamedha yajna performed here. A group of priests daily perform in the evening at this ghat "Agni Pooja" (Worship to Fire) wherein a dedication is made to Lord Shiva, River Ganges, Surya (Sun), Agni (Fire), and the whole universe.

Manikarnika Ghat

Two legends are associated with Manikarnika Ghat. According to one, it is believed to be the place where Lord Vishnu dug a pit with his Chakra and filled it with his perspiration while performing various penances. While Lord Shiva was watching Lord Vishnu at that time, the latter's earring ("manikarnika") fell into the pit. According to the second legend, in order to keep Lord Shiva from moving around with his devotees, his consort Goddess Parvati hid her earrings, and asked him to find them, saying that they had been lost on the banks of the Ganges. Goddess Parvati's idea behind the fib was that Lord Shiva would then stay around, searching forever for the lost earrings. In this legend, whenever a body gets cremated at the Manikarnika Ghat, Lord Shiva asks the soul whether it has seen the earrings.

According to ancient texts, the owner of Manikarnika Ghat bought King Harishchandra as a slave and made him work on the Manikarnika at Harishchandra Ghat. Hindu cremations customarily take place here, though a majority of dead bodies are taken for cremation to the ManikarnikGhat. According to other sources that ManikarnikGhat is named after Jhansi ki Rani Laxmibhai.

ScindiaGhat

ScindiaGhat also known as Shinde Ghat borders Manikarnika to the north, with its Shiva temple lying partially submerged in the river as a result of excessive weight of the ghat's construction about 150 years ago. Above the ghat, several of Kashi's most influential shrines are located within the tight maze of alleys of Siddha Kshetra (Field of Fulfillment). According to tradition, Agni, the Hindu God of Fire was born here. Hindu devotees propitiate at this place Vireshwara, the Lord of all heroes, for a son.

Maan-Mandir Ghat

Mana-Mandir Ghat: Maharaja Jai Singh II of Jaipur built this Ghat in 1770, as well as the Jantar Mantar equipped with ornate window casings along with those at Delhi, Jaipur, Ujjain, and Mathura. There is a fine stone balcony in the northern part of the ghat. Devotees pay homage here to the lingam of Someswar, the Lord of the Moon.

Lalita Ghat

Lalita Ghat: The late King of Nepal built this Ghat in the northern region of Varanasi. It is the site of the Ganges Keshav Temple, a wooden temple built in typical Kathmandu style, The temple has an image of Pashupateshwar, a manifestation of Lord Shiva. Local festivals including musical parties and games regularly take place at the beautiful AssiGhat which is at the end of the continuous line of ghats. It is a favorite

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site of painters and photographers. It is here at the AssiGhat that Swami Pranabananda, the founder of Bharat SevasharamSangh, attained 'Siddhi' (fulfilment/success) in his 'Tapasya' (endeavor) for Lord Shiva, under the auspices of Guru Gambhirananda of Gorakhpur.

BachrajGhat

The Jain Ghat or BachrajGhat is a Jain Ghat and has three Jain Temples located on the banks of the River. It is believed that the Jain Maharajas used to own these ghats. BachrajGhat has three Jain temples near the river's banks and one them is a very ancient temple of Tirthankara Suparswanath.

Other Ghats

The Maan-SarowarGhat was built by Man Singh of Amber.

the Darbhanga Ghat was built by the Maharaja of Darbhanga

Tulsidas wrote Rāmacaritamānasa at Tulsi Ghat.

The Chet Singh Ghat, with a magnificent fort-like palace, is named after Chait Singh. The first raja of Benares was Balwant Singh, and his illegitimate son was Chet Singh. Chait Singh became Maharaja by bribing the Nawab of Awadh and secured his legacy over Balwant Singh's nephew Mahip Narayan Singh. Chet Singh's legacy followed by political squabbles with Governor General Warren Hastings. In the year of 1781, Warren Hastings sent his army to Chet Singh's fort and Chet Singh managed to escape, while Hastings's army was fighting outside the fort.

The headquarters of the Sri Kashi Math Samsthan, a spiritual school followed by the Konkani speaking Goud Saraswat Brahmins, is located in Brahma Ghat.

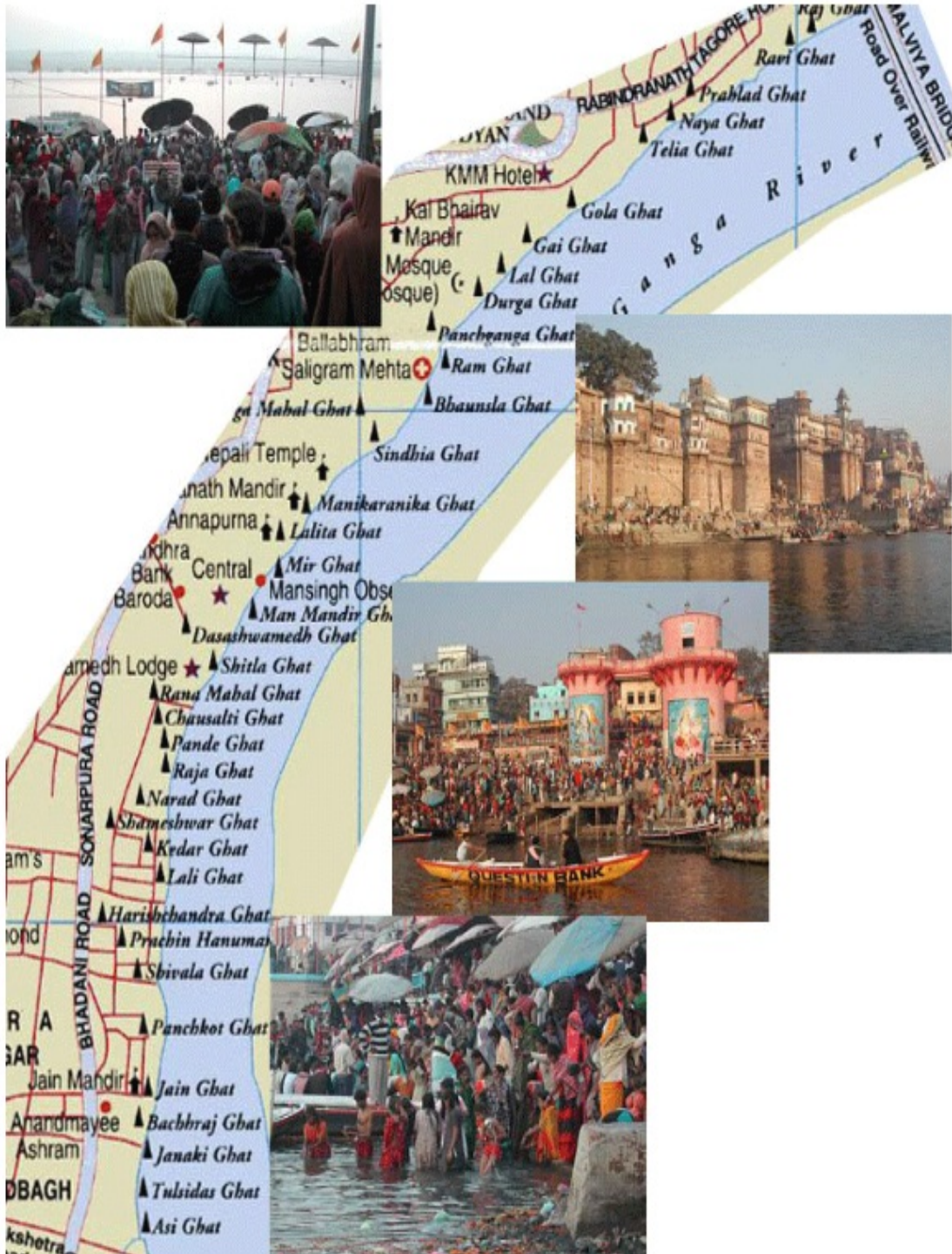
Cremation on ghats

In Hindu traditions, cremation is one of the rites of passage and the Ghats of Varanasi are considered one of the auspicious locations for this ritual.[9] At the time of the cremation or "last rites", a "Puja" (prayer) is performed. Hymns and mantras are recited during cremation to mark the ritual. The Manikarnika and Harishchandra Ghats are dedicated to the cremation ritual. Annually, less than 2 in 1000 people who die in India, or 25,000 to 30,000 bodies are cremated on various Varanasi Ghats; about an average of 80 per day. This practice has become controversial for the pollution it causes to the river. In 1980s, the Government of India funded a Clean Ganges initiative, to address cremation and other sources of pollution along the Ghats of Varanasi. In many cases, the

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cremation is done elsewhere and only the ashes are dispersed into the river near these Ghats.



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2. Objective

Cleaning/Washing/sweeping with collection and disposal of solid waste from the Bank of river and ghats in Varanasi for abatement of pollution at the bank of river Ganga.

3. Brief description of works: -

1. Area of services: -

The area of services will be Ghats along the river within the municipal area in the Varanasi town:

Bidders are required to survey the actual site conditions and satisfy themselves before submission of bids.

If required, the service area may increase or decrease up to a maximum of 25% and Bidders need to be ready for such enhancement in the scope of works, however extra works for a specific project component up to 25% will be compensated in the same rate (per day rate/monthly rate) quoted by bidder after necessary certification by the Nodal Officer.

2. Scope of Services including **Technical Specifications of Machines / Equipment.**

2.1 Cleaning/sweeping with collection and disposal of solid waste from the Bank of river on Ghats and placing of dust bins: -

- Complete surface cleaning of the ghats, from time to time to ensure perfect hygienic conditions at all time. This activity shall be undertaken for all 88 Ghats.
- Picking of Litter at all Ghats to be done using Litter Picker Sticks with handle and lever for faster pick-up of debris and better productivity.
- Besides brooms Push type of sweeping machine also to be used at all Ghats for effective sweeping without flying dust and faster area coverage.
- At all major Ghats: High Pressure washing to be done through engine operated High Pressure washer for removal of stubborn dirt which cannot be removed with normal water pipe. All surfaces to be pressure washed with the machine at period intervals ensure no dirt accumulation.
- High Pressure washer to be used with surface cleaner accessory on horizontal surfaces during public timings ensuring no splashing of water and disturbance to visitors.

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- High Pressure washer should have Foam Bottle / Attachment to convert chemical to Foam for effective cleaning of toilets and surfaces which needs chemicals to be used ensuring perfect cleaning results.
- In order to make the Ghats from litter free, provision of dustbins to be made at the Ghats. The solid waste removed from the Ghats/dustbins shall be disposed of at a location identified by ULB. The collection, transportation and disposal of waste shall be in compliance with Municipal Solid Waste (Management & Handling) Rules 2016, as amended from time to time.
- No single use banned plastic bags to be used for collection of debris as per government ban on single use plastic.
- As per requirement at Ghat, 2 blocks of dustbins each containing 1 biodegradable and 1 non-biodegradable dustbin with 100 litre+100 Litre capacity with lid, shall be provided with adequate colour coding and cover flap.
- The Contractor will install instruction Boards of suitable and visible size in all Ghats with toll free number for complaints & information about garbage collection timings etc. with message to make the Ghats Open Defecation Free & ensure to make the Ghats ODF.
- The Contractor to keep details of pre and post conditions photographs and video graphy which are required to be included in the monthly reports.
- The Contractor shall ensure availability of boats, life jackets and other adequate safety gears (as per relevant labour laws) for the work force employed and the visiting officials.
- The firm/contractor has to establish an office at suitable place along the Ghats.
- The contractor will do awareness activities like Wall paintings, Pamphlet regarding Ghat cleaning (As & when required), at least one Ghat panda/Community Meetings in a month) and grievance redressal system.
- Installation, Operation & Maintenance of Reverse Vending Machine with container system

2.2 The Technical specifications of T&P (Tools & Plants) & Consumables are given in following table-

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Technical Specifications of T&P (Tools & Plants) & Consumables (Required During Operation) Table 2.2	
Equipment	Technical Specifications
Rag Picker Stick for collection of litter / debris	
	Should not have Hand contact with Litter, should pick-up without bending, Metallic construction With Hand grip and Lever to pick up litter
Push Sweeping Machine for dust free sweeping	
	Should have 1 main broom and 1 side broom container Capacity minimum 35 Lts, Working width including side brush minimum 600 mm, Main Brush should be adjustable weight of the machine should not be more than 30 Kgs
Engine Operated Cold-Water High-Pressure Washer	
	Minimum 180 Bar Pump Pressure, Water Flow 600-800 Lts per Hour, Standard Accessories 40 Mts Hose Lance, Trigger Gun and Nozzles, Inter Water Pipe as per suitability.
	Additional Accessories for High Pressure Washer
Surface Cleaner for splash less Cleaning of Horizontal surfaces	
	Steel Construction with wheels. 2 Rotary Nozzles driven by water flow. Should attach to High Pressure Cleaner with ease.
Foam Bottle / Sprayer to attach with High Pressure Washer- For converting Chemical to Foam for effective cleaning of toilets etc. 2 Lts Capacity with venturi action. Adjustable to increase / decrease the flow of Foam	
Dust Bins (Twin) Firmly grouted in the floor	
	Stain less Steel body construction Grade 202 with minimum 2mm thickness, Capacity: 100 + 100 Lts, With Lid/ cover, With clear demarcation of WET and DRY waste through stickers.
Consumables	
	Uniform (two times in a year), Phenyl, Acid, Bleaching Powder and Lime Powder, Soap for Hand Washing, Cleaning Brooms, Sweeping brooms, Coir brush, Bamboo Basket, Plastic Mug Plastic Buckets, Plastic containers & Brush and Cotton Pocha

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Power / Output (HP/rpm) --50 / 2600
 Type - Marine Diesel, Vertical, 4 - cycle
 Working principle 4 stroke
 Number of cylinder -4
 Bore and stroke (Ø x mm) - 87 x 102.4
 Compression ratio -- 21.7:1
 Cooling System - Fresh water cooling with heat exchanger

Reverse Vending machine & Container



Reverse Vending Machine Acceptance- Should be able to accept can and PET bottle up to 3L. Compaction-Must be able to compact, not shred or flake, by up to 80% in volume. Acceptance Rate-Should accept up to 60 items per minute. Recognition-Must be able to read barcode, have shape detection, measure weight, detect material type.

Internal Segregation-Must be capable to segregate material internally into separate compartments. Options to segregate Cans and PET, or any combination of material accepted

Warning-Message on display, sms, app or email in case of bin full, any errors or requiring cleaning.

Incentive dispensing-Must be able to print receipts/provide digital coupons through QR code for incentives to user.

Display-Must have an interactive touch screen of at least 21" with backlight IEC & Marketing-Screen must be capable to display IEC activities and Marketing material when not operational

Dimensions-Should not exceed 1meter squared. Weight-Should not exceed 300 Kg's. Capacity-Should be able to accept a minimum of 500 bottles

Monitoring -All data should be stored in the machine along with a mandatory event log. Status of RVM should be displayed on screen or be able to monitor remotely via cloud in a central facility. Must have remote diagnostic, back and update functions.

Shipping Container -Size(Approx.): 20ftX8ftX8ft 6inches, **Baler**-(Single action, around 80 ltr oil tank with pressing fore of more than 15 tons)**Shredder & Weighing scale**- Double shaft with 2hp motor , must have weighing scale for weight measurement. Screen - A minimum of 2 televisions of 21inch or more for IEC Activities/Marketing.**Storage Capacity**- 450cft, A minimum of 450cft of storage capacity for storage of tools etc. Material



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Acceptance and Reporting- Minimum of 3 receptacles to accept waste.
Must have capability to store data at cloud, which can be monitored remotely.

3.Service Level Benchmark:

- All the ghats in the city need to be maintained in a fully clean stage at all the times i.e., 24x7 basis, however it must be cleaned at least twice a day.
- Based upon the types of ghats with the cleaning schedule as displayed on board.
- For Ghats- On time early morning brooming and during day litter pick-up shall be carried out.;
- The frequency of sweeping will enhance during festive season as per requirement.
- Information Boards of suitable size in all ghats with toll free number for complaint & information about garbage collection timings& cleaning of ghats timings etc.
- Waste from dustbins should not overflow at any point of time and should be cleaned at least twice a day or more.
- Necessary records of ghat cleaning, quantity of waste collection (in kg/tonnes) and disposal (in kg/tonnes) to be maintained by the contractor.
- Spraying of disinfectants in waste collection vehicles and waste heap (as per required)
- Waste collected and stored (if any) along the banks to be disposed on daily basis.
- Pre & post condition videos & photographed are to be included in monthly reports.
- A record of biometric attendance of labours/manpower is to be maintained for verification as & when required
- Ensure collection of waste at least twice a day along the corridor and transport the waste through suitable vehicle to the secondary waste collection facility/disposal site provided in the city by the ULB.
- All necessary records of waste collection and transportation trips should be maintained.
- Contractor to ensure sufficient number of machines, manpower and vehicles for waste collection and transportation all the times.
- The Crematoria on ghats to be cleaned and maintained in a fully clean state at all times, however, it must be cleaned at least twice in a day (morning & evening) and necessary records would be maintained.
- The floating waste near the cremation ghats shall also be collected and disposed and the area to be maintained in a fully clean state at all time.
- The disposal of waste from the crematoria on ghats will be ensured on daily basis at places assigned by local ULBs.
- Records of cleaning of cremation ghats and disposal of waste to be maintained on daily basis.
- Dead animals (if any) along the banks, ghats, river surface to be collected and disposed on daily basis.The collection and disposal details of dead animals from

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the ghats/bank areas to be maintained.

- All minor repairing & preventive maintenance shall be carried out within 24 hours and major repairing works (if any) for the waste transportation vehicles shall be carried out within 3 days.
- In event of major defect in the machines for more than 3 days, stand-by machines should be deployed to ensure no interruption of work.
- During a year, maximum 30 working days may be considered non-renderable from the scope of work of cleaning waste from drains on account of heavy rainfall duly verified by rainfall data and certified by monitoring committee.
- Waste collected from the drains should not be stored on the bank for more than 24 hours and should be disposed to the disposal site on daily basis.
- Monthly Awareness activities, meeting with stakeholders like; Panda, pilgrims and shopkeeper's pujari etc. plan to be submitted by the contractor to ULB and execute the programme in the Ghat area.
- The work shall be carried out in the manner complying in all respects with the requirements of relevant bye laws of the local body under the jurisdiction of which the work is to be executed or as directed by the ULB and nothing extra shall be paid on this account.
- The contractor shall comply with proper and legal orders and directions of the local or public authority or Municipality and abide by their rules and regulations and pay all fees and charges, which he may be liable.
- No assistance of any kind shall be made available by the Employer for the purchase of equipment's, plants, machinery, materials of any kind or any other items required to be carried out in execution of work. Payment will be made in Indian currency only for the executed work.
- Work shall be carried out on all days including Sundays and Holidays. The contractor shall attend complaints received in connection with the services immediately.
- The contractor shall provide its staff, employ skilled, semi-skilled and unskilled labour in sufficient Number to carry out service and a minimum two set of uniforms mentioned with Logo-of-"Namami-Gange"-& other test The staff & Labour shall also display a photo identity card on their person clipped to the shirt at all times. Unskilled labour should be hire locally, if available.
- "Namami-Gange" Logo should be marked prominently on the Mechanized and Motor boats proposed (Blue in colour), equipment's, vehicles deployed by the contractor to implement the work /services.
- The contractor shall take at his own cost, necessary insurance cover in respect of staff and other personnel to be employed or engaged by him in connection with the afore mentioned services to be rendered to concerned ULB and shall comply with all relevant labour laws as applicable to the area as existing or as may be mentioned during the contract period and shall indemnify concerned ULB against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which concerned ULB may be party or involved as a result of the contractors failure to comply and of the obligation under the relevant act law which the contractor is to follow.
- Contractor should own the machinery/equipment in working condition.
- The contractor should ensure that all the mechanized equipment's are compliant

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with the National/ State Environment Norm.

- The cost of running charges of machines i.e. for fuel, petrol or battery, replacement of parts etc. shall be borne by the contractor and nothing extra is payable.
- If any material is not mentioned in tender document, but required at site for Environmental Support Services work, shall be brought by contractor as approved by ULB at no extra cost.
- A daily performance log book shall be maintained at office for recording by the Nodal officer incharge his daily observations of the working/nonworking of the contractor. The officer incharge shall also record the-instructions-to-the contractor-which-instructions and observations on the log book shall be noted down under signatures by the contractor and/or his supervisor for its compliance. Non-compliance shall attract penalty upon contractor as per the terms of the contract.
- The contractor shall always be bound to act with responsible delegacy and in a business-like manner and to use such skill as expected of men or ordinary prudence in the conduct of their activities. ULB/SMCG/NMCG may depute any person or Third Party Inspection (TPI) Bidder for the purpose of monitoring of the works.
- The contractors shall advise the ULB and officers/committee authorized to act on his behalf the name of one or more responsible representative(s) authorized to act on their behalf in day to day working of the conduct. It shall be duty of such representative(s) to call at the office of the ULB or an officer/committee acting on his behalf, every day and generally to remain in touch with them to report the progress and generally to take instructions in the matter. The authorized representative of the contractor also need to present the status of project works if so required by SMCG/NMCG at any point of time during the contract period.
- The contractors shall strictly abide by Laws, Rules & Regulations.
- If the Contractor fails to comply with the statutory/legal requirement, as stipulated in the terms & conditions of the tender within 30 days from the award of contract, contract is liable to be terminated with 30 days' notice and performance security will be forfeited and in his place, second lowest/third lowest will be kept as back up to immediately to replace the terminated Bidder.
- If the contractor fails to supply the manpower/ machines/ vehicles within the stipulated time or during the execution of work, ULB reserves the right to deploy the same from the alternative sources at- the- contractor's risk, responsibility and cost. Any extra cost incurred in the supply from alternative source will be recovered from the Security Deposit / Bank Guarantee and if the value of the such service under risk purchase exceeds, the amount of Security Deposit and / or Bank Guarantee, the same may be recovered if necessary, by due legal process.

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4. Minimum Manpower Requirement:

(a) Sweepers for sweeping at Ghat for carry out brooming, Clearance of solid waste from dustbins and loading of solid waste from the ghats to waste collection vehicle.

(b) Major Ghat cleaning on Festive Seasons on need basis will be depute after prior approval of Municipal Corporation.

(c) At out fall point of drain with river-as per requirement under approval of ULB.

(d) Manpower required to carry out all other works mentioned in scope of services with the consent of ULB.

1.	Deployment of Manpower with Uniform with Namami Gange Logo on the shirt and Boots at all times during working hours	Sweepers-250 Supervisor-15 (10 Extra Manpower required for 15 Days for 20 Major Ghats need based)
2.	Cleaning of Ghats for 2 years	88 Ghats (20 Major Ghats and 68 Other Ghat)
3.	Providing two type dustbins.	Total 216
4.	Installation of Reverse Vending Machine with Container system and O & M for 02 years	02 Nos.
5.	Cleaning Equipment & consumable	As per Section VI, Scope of work clause 2, sub clause 2.2

All Sweepers and Supervisors to wear uniform with Namami Gange Logo on the shirt at all times during working hours.

Notes—

1-During festival season & holy occasions, the contractor has to deploy more labours to achieve the services of the contract.

2-The contractor will install an arrangement for bio-metric attendance of the staff & labours deployed and will maintain the record for review/ audit as per directions of ULB.

5. LIABILITY FOR PERSONNEL

All persons employed by the contractor(s) shall be engaged by them/him as his/their own employees in all respects and the responsibilities/obligations under contract Labour (R&R) Act1970, the Indian- Factory Act, The Workmen compensation Act 1923, 'Employees Provident Fund Act', Minimum Wages Act 1948, Payment of Wages Act 1936, Payment of Gratuity Act 1972, Equal Remuneration Act 1979, Child Labour (Prohibition & Regulation) Act 1986, Inter State Migrant Workmen (Regulation of Employment & Conditions of Service) Act 1979 and various other

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statutory enactments shall be that of the contractor.

The contractor shall indemnify the ULB against all the claims whatsoever in respect of the said personnel and workmen compensation act, EPF Act, ESI Act, or any other statutory/Provisions or otherwise in respect of any damage, penalty, compensation, interest, fines payable in consequence of any accident or injury sustained by any worker of the Contractor. The contractor shall Coordinate with ESI authorities to get the family treatment card for his staff.

The contractors shall during the period of contract pay not less than minimum wages to the Safaiwala/drivers engaged by them on either time rate basis or piece rate basis on the work, throughout the term of the contract. Minimum wages both for the time rate and for the piece rate, work shall mean the rates notified by appropriate authority and prevailing at the time of inviting tenders for the work as amended from time to time. The contractor shall also maintain such records and submit periodical return, regularly as may be prescribed under the act to the authority prescribed under the Provident Fund Act, 1952 and the scheme and the rules there under.

The contractor shall also make available such returns/records for inspection by authorized person by ULB/SMCG/NMCG. The contractor shall maintain necessary record and registers like wages book and wage slip, etc. register of unpaid wages and register of fines and deductions.

The Financial Unit of SMCG/ULB reserves the right to withhold 10% of the amount from the monthly bills of the contractor for any financial liability under the contract. The amount so deducted will only be refunded/ adjusted when contractor produces proof for fulfilling statutory obligations stipulated in different labour Act/rules/instructions/circulars etc. applicable to the Contract.

6. WEEKLY OFF

The Contractor shall be liable to allow paid weekly off etc. to the personnel employed by him as mandated under the appropriate State/Central laws governing their employment under him.

7. WASHING FACILITY:

The contractor is liable to provide washing facilities as provided in the contract Labour (Regulation and Abolition) Act and the rules framed there under or any other applicable law.

8. First aid facility:

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The Contractor is liable to provide first Aid facility as provided in the contract Labour (Regulation and Abolition) Act and the Rules framed there under or any other applicable law.

9. Subletting:

The contractor(s) shall not sublet transfer or assign the contract or any part. In the event of the contractors contravening this condition the Employer is entitled to terminate the contract and to get the balance items under the contract extended at the risk and cost of the contractor and the contractor(s) shall be liable for any loss or damage which the Employer may sustain in consequence or arising out of such replacing of the contract.

10. Local services, personnel and facilities to be provided by Employer

- Employer would make the following available to the Firms:
 - (i) Any supporting documents like permits necessary for the completion of the Firm's duties and assist in any special arrangements to allow Firms to enter any restricted areas related to the Project.
 - (ii) Assistance with arranging meetings with ULB Officials or other project stake holders and other authorities as necessary during the course of the Firm's work.
- The Firms shall verify the correctness of the data/information provided by the Employer's and satisfy them about the accuracy of data/information /material before these are used. Data/information /material provided to the Firms shall remain the property of the originating Bidder and shall be provided solely for the purpose of the work to be done under this contract. All such borrowed material shall be returned to SMCG-UP upon completion of the assignment.
- The Firms shall establish its own local office facilities if required and provide its own equipment (vehicles, office and computer equipment, document printing and etc.) and staffing suitable for operational purposes. Any equipment or any other item purchased under the Contract and charged to the Project shall have to be submitted to SMCG-UP in working condition at completion of the assignment. The Firms shall make own arrangement for travel/stay within project area for performing the assignment.

11. Institutional and organizational arrangements

The Firms shall generally report to the Additional Project Director SMCG-UP / ULB Nodal officer. Firms shall submit the reports to the Additional Project Director SMCG-UP / ULB Nodal officer, along with a power point presentation. Each of the reports will be reviewed by SMCG-UP/ULB and the Firms are expected to deliver the presentation on a mutually agreed date/time from receipt. Reports will be discussed and comments will be provided by the SMCG-UP/ULB.

VII. CONDITIONS OF CONTRACT AND CONTRACT DATA

1. Conditions of Eligibility

- Bidders must read carefully the minimum conditions of eligibility provided herein. Proposals of only those Bidders who satisfy these conditions will be considered for evaluation.
- To be eligible for evaluation of its Proposal, the Bidder shall fulfil the following:
 - A. The Bidder shall be a company/firm/LLP/private or public or government owned legal entity having business of providing services of Cleaning /Sweeping/Washing with Collection & Disposal of Solid Waste.
 - B. The Bidder should have experience in undertaking the service of Cleaning /Sweeping/Washing with Collection & Disposal of Solid Waste.
 - C. **Technical Capacity:** The Bidder shall, over the last past 05 years (Five years) preceding the **Proposal Due Date**, have completed a minimum of three eligible Assignments i.e. Successful completion of Cleaning /Sweeping/Washing with Collection & Disposal of Solid Waste.
 - D. **Financial Capacity:** The Bidder shall have received a minimum average revenue of INR 300.00 Lakhs (INR Three Hundred Lakhs) from any three financial year, over the last past 05 years (Five years) preceding the **Proposal Due Date** from Cleaning /Sweeping/Washing with Collection & Disposal of Solid Waste.
 - E. The Firm/Bidder should have solvency of the amount equal to 40% of the cost of the tender i.e. INR 400.00 Lakhs (INR Four Hundred Lakhs) and will have to submit solvency certificate from their Bankers shall not be more than six-month-old from the bid due date.
 - F. Bidder shall have minimum average annual turnover of Rs. INR 300.00 Lakhs (INR Three Hundred Lakhs) in last 3 financial years (FY 2016-2017, 2017-2018, 2018-2019).
 - G. The Firm/Bidder shall demonstrate positive net worth of the last 3 financial year FY 2016-2017, 2017-2018, 2018-2019)

2. Opening and Evaluation of Proposals

2.1 Responsiveness of Proposals

2.1.1 The Employer's determination of a proposal's responsiveness is to be based on the contents of the proposal itself.

2.1.2 A substantially responsive Proposal is one that conforms to all the terms, conditions, and specifications of the RFP Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

a. if accepted, would

- i. affect in any substantial way the scope, quality, or performance of the Services specified in the Contract; or
- ii. limit in any substantial way, inconsistent with the RFP Documents, the Employer's rights or the firm's obligations under the Contract;

b. If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive proposals.

2.2 If a proposal is not substantially responsive to the RFP Documents, it shall be rejected by the Employer and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

2.3 The Employer shall carry out a preliminary examination of the proposals to confirm that proposals are responsive and all requirements have been met without any material deviation or reservation.

2.4 A proposal shall be rejected in the following cases if:

a. Proposal Submission Form is incomplete and contain subjective and conditional offers and are not in accordance with ITB Clause 14.1;

b. Bidder does not meet the eligibility criteria

c. Proposal validity is shorter than the required period as per the ITB Clause 15

d. Earnest Money Deposit is not in accordance with ITB Clause 2.6, if applicable.

e. Bidder has not agreed to give the required performance security.

3. Clarification of Proposals

3.1 To assist in the examination, evaluation, comparison of the proposals, the Employer may, at its discretion, ask any Bidder for a clarification of its Proposal. Any clarification submitted by a Bidder in respect to its Proposal and that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the Evaluation of the proposals.

4. Confidentiality

4.1 Information relating to the examination, evaluation, comparison, and post-qualification of proposals, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract Award.

4.2 The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.

4.3 Any effort by a Bidder to influence the Employer in the examination, evaluation, comparison, and post-qualification of the proposals or contract award decisions may result in the rejection of its Proposal.

4.4 Notwithstanding anything contained in ITB Clause 19.3, from the time of proposal opening to the time of Contract Award, if any Bidder wishes to contact the Employer on any matter related to the selection process, it should do so in writing. It should not contact the Employer on any matter related to its Technical and Financial proposal.

5. Non-conformities, Errors, and Omissions

5.1 If a Proposal is substantially responsive, the Employer may waive any non-conformities or omissions in the Proposal that do not constitute a material deviation.

5.2 If a proposal is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time as specified in the Data Sheet, to rectify nonmaterial nonconformities or omissions in the proposal related to documentation

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requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Proposal.

5.3 Provided that the Proposal is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

- a. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- b. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) above.

If the Bidder that submitted the lowest evaluated Proposal/highest combined technical and financial score, as the case may be, does not accept the correction of errors, its Proposal shall be rejected.

6. Resultant single vendor situation

6.1 If at the evaluation stage only one Bidder qualifies for contract, the next course of action would be decided by the Evaluation Committee.

7. Employer's right to accept any proposal, and to reject any or all

7.1 The Employer reserves the right to accept or reject any proposal, and to annul the selection process and reject all proposals at any time prior to contract award, without thereby incurring any liability to Bidders.

7.2 In case of annulment, all proposals submitted and specifically, EMD shall be returned to the Bidders.

8. Selection Process

8.1 The Authority shall open the Proposal (**15.30 Hrs**) on **06/11/2020** at the Office of Project Director, State Mission for Clean Ganga, Department of Namami Ganga & Rural Water Supply, Government of Uttar Pradesh, Plot no 18, Sector-7, Gomti nagar extension, Lucknow: 226010

8.2 The Proposals shall be scrutinised by the Evaluation Committee (EC) constituted by Principal Secretary, Department of Namami Ganga & Rural Water Supply, GoUP /Project Director, on the basis of details provided in the Proposal.

8.3 The Authority has adopted a single stage two step process for selection of Firms. Technical proposal and the Financial Proposals.

- i. In the first step, the Technical Proposal will be evaluated on the basis of ITB Clause 9

8.4 The companies/firms shortlisted on the basis of technical evaluation and their financial proposal will be opened and technically qualify financial lowest Firm will be will be invited for contract negotiations.

8.5 The Firms will upload/submit their financial Proposals online at e-portal: **www.etender.up.nic.in** as per formats given in Annexure-VII

9. Award of contract

After selection, a Letter of Award (the “**LoA**”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant 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 Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LoA and the next highest-ranking Applicant may be considered.(Annexure VIII)

10. Execution of Agreement

After acknowledgement of the LoA as aforesaid by the Selected Applicant, it shall execute the Consultancy Agreement (“**Agreement**”) within the period a period of 15 days. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

11. Earnest Money

The earnest money shall be furnished as a part of the bid/earnest money/bid security in the amount as specified in the NIT in the form of bank guarantee/bank

fixed deposit receipt (FDR) OR RTGS in favour of Project Director, State Mission for Clean Ganga-UP payable as Lucknow.

Tender Document must be accompanied by an earnest money of Rs 20,00000/- (Rupees Twenty Lakhs Only) in form of Bank Guarantee OR Bank Fixed Deposit Receipt OR Through RTGS of Nationalised scheduled bank in favour of Project Director, State Mission for Clean Ganga-UP payable as Lucknow for 45 days beyond the bid validity period. Bid not accompanied by earnest money shall be summarily rejected. EMD in the form specified in Bid document shall only be accepted. No interest is payable on the Earnest Money Deposit.

Scheduled commercial bank should be approved by RBI having a net worth of not less than Rs.500 Crore as per the latest annual report of the bank. In case of foreign bank (issued by a branch in India) the net worth in respect of the Indian operations shall only be taken into account. It shall be valid for 45 days beyond the validity of the bid. (Annexure IX)

12. Performance Security

- (a) Within 15 days of after acknowledgement of LOA the successful Bidder will have to deposit performance security of **10 % of Contract Value in the shape of Bank Guarantee of any nationalized scheduled bank in favour of “ Project Director, State Mission for Clean Ganga -Uttar Pradesh** as prescribed form (Annexure X) in the invitation to tender failing which the contract shall be liable to cancellation at the risk and cost of the contractor(s) and the EMD will be forfeited and subject to such other remedies, as may be open to Employer under the terms of the contract.
- (b) The Employer shall not be liable for payment of any interest on the performance security or by depreciation of any equipment /machinery etc employed for the execution of work.
- (c) The Security will be refunded to the contractor(s) without interest on due and satisfactory performance of the services and on completion of all obligations by the contractor(s) under the terms of the contract and on submission of a ‘No Demand-Certificate’ subject to such deduction from the security, as may be necessary for making the Employer claims against the contract.
- (d) In the event of termination of the contract, Employer shall have the right to forfeit the entire or part of the amount of performance security lodged by the contractor(s) or to deduct appropriate sum due to be claimed for any damages, losses, charges, expenses or cost that may be suffered or incurred by the Employer.
- (e) The decision of the Employer in respect of such damages, losses, charges, costs, or expenses shall be final and binding on the contractor(s).

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- (f) If during the term of this Contract the Contractor is in default of the due and faithful performance of its obligations under this Contract, or any other outstanding dues by the ways of fines, penalties and recovery of any other amounts due to it, the Employer shall, without prejudice to its other rights and remedies hereunder or at the Applicable Law, be entitled to call in, retain and appropriate the Performance Security. Nothing herein mentioned shall debar the SMCG/ULB from recovering from Contractor by a suit or any other means any such losses, damages, costs, charges and expenses as aforesaid, in case the same shall exceed the amount of the Performance Security.
- (g) Whenever the performance security falls short of the specified amount the contractor(s) shall make good the deficit so that the total amount of performance security, shall not at any time be less than the specified amount.

13. Commencement of work

The Selected Applicant shall commence the work within 15 (fifteen) days of the date of the Agreement or such other date as may be mutually agreed. If the Selected Applicant fails to sign the Agreement or commence the consultancy as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the LoA or the Agreement, as the case may be, may be cancelled /terminated.

14. Payment

- a) The Payment will be reimbursed by the State Mission for Clean Ganga on submission of bills by the Firms and is linked to the certification and verification of services as per the service level benchmarks by the nodal officer nominated by Municipal Commissioner, Nagar Nigam Varanasi.
- b) Payment will be certified by ULB on submission of monthly bills, duly supported by attendance certificates issued by the Urban Local Bodies (ULBs) and on production of proof of payment of EPF/Minimum wages/ESI and other statutory payments in r/o the personnel engaged by the contractor
- c) The contractor shall submit all his/their bill by the seventh of following month. payment of which will be made through RTGS/NEFT/Cheque to the contractor within 30 days after receipt of the bill along with Monthly Progress Report of the works performed subject to verification/ certification by Monitoring committee.
- d) The Employer reserves the right to withhold 10% of the amount from the monthly bills of the contractor for any financial liability under the contract. The amount so deducted will only be refunded/ adjusted when contractor produces proof for fulfilling statutory obligations stipulated in different labour act/rules/instructions/circulars etc. applicable to the Contract

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15. Penalty:

The service provider shall be liable to non-payment and penalty in case of breach of service level benchmarks for the project components.

SNo.	Service Level Violation by Service Provider	Penalty to be imposed
1	Any of the prominent 20 Ghats listed not washed/mopped/ cleaned/swept for more than one day (24 hours)	Rs. 1000 per incident of default
2	Overflowing of waste from dustbins or alongside Ghat for more than 12 hours	Rs. 1000 per incident of default
3	Waste transported to location designated by Municipal Corporation for Ghat waste	Rs. 1000 per incident spot on inspection
4	Non-functioning of complaint redressal cell for more than 24 hours	Rs. 500 per day
5	Non-attendance of any complaint entered in complaint register within 24 hours	Rs. 250 per complaint
6	Non-submission of monthly complaint cell log by 2 nd day of next month	Rs. 100 per delay day

The penalty will be deducted from the monthly bill of the contractor. Overall, the total quantum of penalty will be up to 10% of the contract value. Over and above to this the contract may be terminated.

16. Term of the work

- The Firms would be appointed for a period of **Twenty Four (24) months** (“Term”), The Services will be subject to a monthly review and with the provision that services may be dispensed with at any time, giving one weeks’ notice, in the event of non-performance, under-performance or any other reason which would be specified.
- The extension of services of Firms beyond the Term shall be decided by the Authority, if considered essential subject to mutual agreement and other terms and conditions as stipulated in the RFP. Similarly, there can be a time gap between the Completion of work, due to procedural and contractual formalities in the appointment of the implementing Bidders or any other reasons beyond the control of the SMCG-UP and this will be treated as normal and no claims towards the waiting period will be admissible.

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Annexure I

BID APPLICATION FORM
(On the letter head of the Firms)

Date:

To

Project Director,
State Mission for Clean Ganga,
Department of Namami Ganga & Rural Water Supply,
Government of Uttar Pradesh,
Plot no 18, Sector-7, Gomti nagar extension,
Lucknow: 226 010

Sub: Selection of Firms for Cleaning/Sweeping / Washing with collection & disposal of Solid Waste from the Banks of River on Ghats and adjacent infrastructure.

Dear Sir,

With reference to SMCG-UP, NIT NO....., I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Firms for the.....Project. The proposal is unconditional and unqualified.

2. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Firms, and we certify that all information provided in the Proposal and in the Appendices, is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Firms for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/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

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on any account whatsoever.

6. I/We certify that in the **last three years**, we or any of our Associates 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 Applicant, 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. I/We declare that:
 - a) I/We have examined and have no reservations to the RFP Documents;
 - b) I/We do not have any Conflict of Interest in accordance with the RFP Document;
 - c) I/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 tender or request for proposal issued by or any agreement entered into with the Authority or any other public-sector enterprise or any government, Central or State; and
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Firms, without incurring any liability to the Applicants.
9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates 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 Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
 - a. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any Bidder of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
10. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees
11. I/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 in connection with the selection of Firms.
12. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy is not awarded to me/us or our proposal is not opened or rejected.

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13. I/We agree to keep this offer valid for 180 days from the Proposal Due Date specified in the RFP.
14. In the event of my/our firm being selected as the Firms, I/we agree to enter into an Agreement in accordance with the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
15. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
16. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)
(Name and seal of the Applicant)

Request for Proposal

For Selection of Firms for Cleaning/Sweeping / Washing with collection & disposal of Solid Waste from the Banks of River on Ghats and adjacent infrastructure.

Annexure II

Details of the Company/Firm

S.N.	Particulars	Details
1.	Basic Information of Organization	
a)	Name of the Applicant	
b)	Legal Status	
c)	Country of incorporation	
d)	Date of incorporation and / or commencement of business	
e)	Address of the corporate headquarters and its branch office(s), if any, in India	
f)	Ownership of the Organization (List of stakeholders/members who own 10% or more stocks & their interest in the company)	1. 2. 3.
g)	List of current Directors/Partners	
h)	Other key Management personnel	
2.	Brief description of the Organisation including details of its main lines of business Number of years in operation as Firms/ Advisors	Attach separate sheet if necessary
3.	Details of individual (s) who will serve as the point of contact/communication within the Organisation: (a) Name (b) Designation (c) Address (d) Telephone Number (e) E-Mail Address (f) Fax Number	

Note:

A. Please attach Certificate of Incorporation and Capability Profile, Company Brochure

Signature _____
 Name _____
 Designation _____
 Company _____
 Company seal _____
 Date _____

Request for Proposal

For Selection of Firms for Cleaning/Sweeping / Washing with collection & disposal of Solid Waste from the Banks of River on Ghats and adjacent infrastructure.

Annexure III

Format for Financial Strength of the Applicant

Details to be furnished duly supported by figures in balance sheet/profit & loss account for the last three financial years (FY 2018-19, FY 2017-18, FY 2016-17) duly certified by the Chartered Accountant shall be attached (Copies to be attached)

(Rs. in Cr.)

Financial Year	Net Worth	Profit/loss	Total Turn-Over	Revenue from Cleaning/Sweeping / Washing with collection & disposal of Solid Waste
FY 2018-19				
FY 2017-18				
FY 2016-17				

- I. A certified copy of by Chartered Accountant for Net Worth Certificate must be attached.
- II. Solvency Certificate from Bankers of the bidder

(Signature of Authorized signatory)

This is to certify that the above information has been examined by us on the basis of relevant documents, books of accounts & other relevant information and the information submitted above is as per record.

Signature, Address, Seal & Membership No. of Chartered Accountant

Annexure-IV

Bidder's Qualification Criteria (BQC)

(A) TECHNICAL CAPACITY:

- (a) Bidder must have at least three financial years' experience in primary collection & transportation of solid waste / Door to Door Collection & Sweeping/Mechanized Housekeeping works in Government/PSU Premises/Public areas/railway platforms/Government Hospitals/ National Highways/Airports/Reputed Private Institutions/Industries of during **last 5years. (FY 2019-20, 2018-19, FY 2017-18, FY 2016-17, FY 2015-16)** and must submit Satisfactory Completion Certificate issued by Competent Authority of Concerned Department/ Organization/Institution for the works.

(B) FINANCIAL CAPACITY:

- a) The Firm/Bidder shall demonstrate positive net worth of the last 3 financial year FY 2016-2017, 2017-2018, 2018-2019)
- b) The Firm/Bidder should have solvency of the amount equal to 40% of the cost of the tender i.e. INR 400.00 Lakhs (INR Four Hundred Lakhs)
- c) Bidders shall have a Minimum Average Annual Turnover of Rs. 300 Lakhs in last three financial years, last three years (FY 2018-19, FY 2017-18, FY 2016-17).
- d) **Financial Capacity:** The Bidder shall have received a minimum average revenue of INR 300.00 Lakhs (INR Three Hundred Lakhs) from any three financial years, over the last past 05 years (Five years) preceding the **Proposal Due Date** from Cleaning /Sweeping/Washing with Collection & Disposal of Solid Waste.

Document Submission in support of financial capacity:

- e) The Technical Bid must be accompanied by the Audited Annual Reports/ an audited balance sheet certified by Chartered accountant of the Bidder for the last 3 (three) (FY 2018-19, FY 2017-18, FY 2016-17), financial years and prepared in accordance with Generally Accepted Accounting Principles (GAAP) and all relevant notes.
- (a) *A Certificate issued by practicing Chartered Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth.*
- (b) solvency certificate from their Bankers shall not be more than six months old from the bid due date.

Request for Proposal

For Selection of Firms for Cleaning/Sweeping / Washing with collection & disposal of Solid Waste from the Banks of River on Ghats and adjacent infrastructure.

Annexure-V

Details of all completed works during the last five years (ending last day of the month 31.3.2020)

S L. N o.	Name of work/Pr oject & Location	Owner of sponsori ng organiz ation	Tot al Cos t of Wo rk (In Lak h)	Amo unt Bille d	Date of commence ment as per contract	Stipulated/ Actual date of completion	Litigation/arbi tration cases pending/in progress with details*	Name & Address/tele phone number of officer to whom reference may be made	Rema rks

*Indicate gross amount claimed and amount awarded by the Arbitrator.

Signature of Bidder(s)

Projects under execution or awarded

Sn o.	Name of work/Pro ject & Location	Owner of sponsori ng organiz ation	Cost of Wo rk (In Lak h)	Date of commence ment as per contract	Stipulat ed date of completi on	Actual date of completi on	Litigation/arbitr ation cases pending/in progress with details*	Name & Address/telep hone number of officer to whom reference may be made	Remar ks

Certified that the above list of work is complete and no work has been left out and that the information given is correct to my knowledge and belief.

Signature of Bidder (s)

Request for Proposal

For Selection of Firms for Cleaning/Sweeping / Washing with collection & disposal of Solid Waste from the Banks of River on Ghats and adjacent infrastructure.

17.

Annexure VI

Details of mechanized & automated cleaning and equipment to be used in carrying out the work.

Sn o.	Name of equipment	Nos.	Capacity or Type	Details	Ownership Status			Current Value	Remarks Supporting
					Presently Owned	On Leased	To Be purchased		
1.									
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									
11.									

Signature of Bidder (s)

Request for Proposal

For Selection of Firms for Cleaning/Sweeping / Washing with collection & disposal of Solid Waste from the Banks of River on Ghats and adjacent infrastructure.

Annexure- VII

Financial Proposal

Summary of Costs

(All amounts in Indian Rupees)

S.No	Item Description	Quantity	Unit	Rate /Unit in INR	Amount
A	B	C	D	E	F
1	Supply & Installation of set of twin Dustbins-100 +100 litre capacity of (Bio-degradable & Non-Biodegradable) for two years including Operation & Maintenance as per direction of Nodal officer.	216	Number		
2	Deployment of Sweepers for Cleaning, sweeping collection, transportation and disposal of solid waste from the banks of river on ghats for two years.	250	Number		
3	Deployment of Supervisor for supervision of Cleaning, sweeping with collection and disposal of solid waste work for two years.	15	Number		
4	Installation of Reverse Vending Machine with Container as per specifications given table-2.2 including operation & maintenance	2	Number		
5	Sweepers on need based required within two years (6000 Man-days) as per direction of Nodal officer.	6000	Lump sum		
6	Operation and Maintenance Cost for two years (Including cleaning, washing, consumable, & transportation etc.)	1	Lump sum		
Total Cost for two years (F1+F2+F3+F4+F5+F6)					

Note: Rate to be quoted by bidder without GST

Request for Proposal

For Selection of Firms for Cleaning/Sweeping / Washing with collection & disposal of Solid Waste from the Banks of River on Ghats and adjacent infrastructure.

Annexure- VIII

FORM OF LETTER OF ACCEPTANCE

No.

Dated

To

M/s......

.....

.....

.....

.....

Subject: Name of Work

Sir,

Based on your bid submitted on in compliance of bidding document of SMCG-UP for execution of the work of, it is hereby notified that your bid for a contract price of **Rs..... (Rupees in words.....)** has been accepted for and on behalf of SMCG-UP.

You are hereby requested to furnish Performance Security plus additional security, if applicable in the form detailed in ITB, Section II for an amount equivalent to **Rs.....(Rupees in words.....)** within 15 days as per provisions of Clause 12 of conditions of contract & contract data of RFP of the bid document and sign the contract agreement failing which the actions as stipulated in RFP shall be taken.

Thanking you,

Yours faithfully,

(.....)

Project Director

SMCG-UP

Request for Proposal

For Selection of Firms for Cleaning/Sweeping / Washing with collection & disposal of Solid Waste from the Banks of River on Ghats and adjacent infrastructure.

18. Annexure IX

FORM OF BANK GUARANTEE FOR BID SECURITY/EMD

To

Project Director,
State Mission for Clean Ganga,
Department of Namami Ganga & Rural Water Supply,
Government of Uttar Pradesh,
Plot no 18, Sector-7, Gomti nagar extension,
Lucknow: 226 010

WHEREAS _____ (Name of tenderer) (hereinafter called the tenderer) wishes to submit his tender “Cleaning/Sweeping / Washing with collection & disposal of Solid Waste from the Banks of River on Ghats and adjacent infrastructure at Varanasi” in the State of Uttar Pradesh, herein after called “the Tender” KNOW ALL MEN by these present that we _____ (Name of Bank) of _____ (Name of country) having our registered office at (_____) (hereinafter called the ‘Bank’) are bound unto the “State Mission for Clean Ganga-UP” (hereinafter called “the Employer”) in the sum of the Rs. _____ (Rupees _____) *for which payment can truly be made to the said Employer. The Bank bind themselves, their successors and assigns by these present with the common seal of the Bank this day _____ of _____ and undertake to pay the amount of _____ Rs. _____ to the employer upon receipt of his first written demand without the employer having to substantiate his demand.

The conditions of this obligation are:

(i) If the tenderer withdraws his tender during the period of Tender validity specified in the Form of Tender.

Or

(ii) If the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of tender validity.

(a) fails or refuses to execute the Form of Agreement in accordance with the instructions to bidders, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

We undertake to pay to the Employer upto the above amount upon receipt of his first written demand, without the employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him

Request for Proposal

For Selection of Firms for Cleaning/Sweeping / Washing with collection & disposal of Solid Waste from the Banks of River on Ghats and adjacent infrastructure.

owing to the occurrence of any one of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including the date 45 days beyond the validity of the bid as stated in the Instructions to Bidders or as it may be extended by the Employer, at any time prior to the closing date for submission of the Tenders Notice of which extension to the Bank is hereby waived. Any demand in respect of this guarantee should be made on the Bank on or before the date of expiry of this guarantee.

“This Guarantee shall also be operatable at our Lucknow Branch at Lucknow, Uttar Pradesh from whom confirmation regarding the issue of this guarantee or extension/renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there-under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.”

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____ in words) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is served upon us on or before _____ all our liability under this guarantee shall cease.

SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE BANK _____

NAME AND DESIGNATION _____

EMPLOYEE CODE NUMBER _____

SEAL OF THE BANK _____

SIGNATURE OF THE WITNESS (IF THIS IS TO BE WITNESSED AS PER BANK'S POLICY) _____

NAME OF THE WITNESS _____

ADDRESS OF THE WITNESS _____

Request for Proposal

For Selection of Firms for Cleaning/Sweeping / Washing with collection & disposal of Solid Waste from the Banks of River on Ghats and adjacent infrastructure.

Annexure- X

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To

Project Director,
State Mission for Clean Ganga,
Department of Namami Ganga & Rural Water Supply,
Government of Uttar Pradesh,
Plot no 18, Sector-7, Gomti nagar extension,
Lucknow: 226 010

WHEREAS..... (name and address of contractor) hereinafter called “the contractor” has undertaken, in pursuance of Letter of Acceptance No. Dated to execute..... (Name of Contract and brief description of Works) (Hereinafter called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a Bank Guarantee for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREOF we hereby affirm that we are the guarantor and responsible to you on behalf of the Contractor, up to a total of Rs..... (Amount of guarantee) (Rupees..... (in words), , and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of (Amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 60 days from the date of the completion of work

Request for Proposal

For Selection of Firms for Cleaning/Sweeping / Washing with collection & disposal of Solid Waste from the Banks of River on Ghats and adjacent infrastructure.

“This Guarantee shall also be operatable at our Lucknow Branch at Lucknow, Uttar Pradesh from whom confirmation regarding the issue of this guarantee or extension/renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there-under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.”

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____ in words) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is served upon us on or before _____ all our liability under this guarantee shall cease.

Signature and seal of the Guarantor with Name, Designation, Employee Code Number & Telephone Number.....

Name of the Issuing Bank/ BranchName of the Controlling Branch/Bank.....

Address & Telephone Number.....Address & Telephone Number.....

Date.....

In the presence of (if this is to be witnessed as per bank’s policy)

.....

1.....
(Name, Address & Occupation)

2.....
(Name, Address & Occupation)

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalance bids, if any and denominated in Indian Rupees.

Request for Proposal

For Selection of Firms for Cleaning/Sweeping / Washing with collection & disposal of Solid Waste from the Banks of River on Ghats and adjacent infrastructure.

STANDARD FORM OF CONTRACT

Firm's Services

For

Cleaning/Sweeping / Washing with collection & disposal of Solid Waste from the Banks of River, Ghats and adjacent infrastructure

For cities of Varanasi

UNDER

**State Mission for Clean Ganga,
Department of Namami Ganga & Rural Water Supply, Government of
Uttar Pradesh**

Request for Proposal

For Selection of Firms for Cleaning/Sweeping / Washing with collection & disposal of Solid Waste from the Banks of River on Ghats and adjacent infrastructure.

CONTRACT FOR FIRM'S SERVICES

Title of work:

Cleaning/Sweeping / Washing with collection & disposal of Solid Waste from the Banks of River, Ghats and adjacent infrastructure at Varanasi city

Contract No. _____ **Dated:** _____

between

[Name of the Employer]

and

[Name of the Firms]

Request for Proposal

For Selection of Firms for Cleaning/Sweeping / Washing with collection & disposal of Solid Waste from the Banks of River on Ghats and adjacent infrastructure.

F-1 Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Employer or Recipient]* (hereinafter called the “Employer”) and, on the other hand, *[name of Firms]* (hereinafter called the “Firms”).

WHEREAS

- (a) the Employer has requested the Firms to provide certain services as defined in this Contract (hereinafter called the “Services”);
- (b) the Firms, having represented to the Employer that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1 “Fraud and Corruption”);
 - (b) The Special Conditions of Contract;

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

- 2. The mutual rights and obligations of the Employer and the Firms shall be as set forth in the Contract, in particular:
 - (a) the Firms shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Employer shall make payments to the Firms in accordance with the provisions of the Contract.

Request for Proposal

For Selection of Firms for Cleaning/Sweeping / Washing with collection & disposal of Solid Waste from the Banks of River on Ghats and adjacent infrastructure.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Employer]*

[Authorized Representative of the Employer – name, title and signature]

For and on behalf of *[Name of Firms]*

[Authorized Representative of the Firms – name and signature]