

# **CITY MUNICIPAL COUNCIL, HARIHAR**

## **Tender Document**

**for**

## **Operation & Maintenance of Street Lighting System**

**Disclaimer**

The information contained in this tender document provided to the Tenderer(s), by or on behalf of City Municipal Council , Harihar, (hereinafter referred to as "ULB") or any of their employees or advisors, is provided to the Tenderer(s) on the terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided.

The purpose of this tender document is to provide the Tenderer(s) with information to assist the formulation of their Tenders. This tender document does not purport to contain all the information each Tenderer may require. This tender document may not be appropriate for all persons, and it is not possible for ULB, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each tenderer who reads or uses this tender document. Each tenderer should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender document and where necessary obtain independent advice from appropriate sources. ULB, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the tender document.

ULB may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender document.

ನಂ.ನಸಹ/ವಾ.ಟೆಂ/ಸಿ.ಆರ್- /2009-10

ದಿನಾಂಕ:20/05/2009

**ವಾರ್ಷಿಕ ಟೆಂಡರ್ ಪ್ರಕಟಣೆ**

ಹರಿಹರ ನಗರಸಭೆಯು ನಗರದ 2009-10 ನೇ ಸಾಲಿಗೆ ಕೆಳಕಂಡ ವಿವಿಧ ಕಾರ್ಯಗಳಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ನಿರ್ವಹಣೆ/ಸರಬರಾಜಿಗೆ ವಿವರವಾದ ಪ್ರಸ್ತಾವನೆಯನ್ನು ಆಹ್ವಾನಿಸುತ್ತದೆ. ಪ್ರಸ್ತಾವನೆಗಾಗಿ ಬೇಡಿಕೆಯ ದಸ್ತಾವೇಜನ್ನು(ಆರ್.ಎಫ್.ಪಿ) ಶ್ರೀ ಎಂ.ಕೆ.ನಲವಡಿ, ಪೌರಾಯುಕ್ತರು, ನಗರಸಭೆ, ಹರಿಹರ, ದಾವಣಗೆರೆ ಜಿಲ್ಲೆ, ದೂರವಾಣಿ: 08192-244266 ಇವರ ಕಾರ್ಯಾಲಯದಿಂದ ಕಛೇರಿ ವೇಳೆಯಲ್ಲಿ ಪಡೆಯಬಹುದಾಗಿದೆ. ಪ್ರಸ್ತಾವನೆಗಾಗಿ ಬೇಡಿಕೆಯ ದಸ್ತಾವೇಜಿನಲ್ಲಿ ನಿಗದಿಪಡಿಸಿರುವ ಮಾನದಂಡಗಳ ಆಧಾರದ ಮೇಲೆ ಪ್ರಸ್ತಾವನೆಗಳನ್ನು ಮೌಲ್ಯಮಾಪನ ಮಾಡಲಾಗುವುದು.

ಕ್ರ.ಸಂ.	ಕಾರ್ಯನಿರ್ವಹಣೆ ವಿವರ	ಟೆಂಡರ್ ಫಾರಂ ಫೀ	ಇ.ಎಂ.ಡಿ. ಮೊತ್ತ
1	ನಗರದ ಬೀದಿ ದೀಪಗಳ ಕಾರ್ಯಾಚರಣೆ ಮತ್ತು ನಿರ್ವಹಣೆ	ರೂ.1500.00	ರೂ.20000.00
2	ತ್ಯಾಜ್ಯ ನೀರು ಸಂಸ್ಕರಣಾ ಕೇಂದ್ರದ ಕಾರ್ಯಾಚರಣೆ ಮತ್ತು ನಿರ್ವಹಣೆ	ರೂ.1500.00	ರೂ.20000.00
3	ಆರೋಗ್ಯ ಶಾಖೆಗೆ ಅಗತ್ಯವಿರುವ ಕ್ರಿಮಿನಾಶಕಗಳು ಹಾಗೂ ರಾಸಾಯನಿಕಗಳ ಸರಬರಾಜು	ರೂ.1000.00	ರೂ.15000.00
4	ಕಛೇರಿ ಕಾರ್ಯಗಳಿಗೆ ಅಗತ್ಯವಿರುವ ಡಾಟಾವಿಂಟ್ರಿ ಆಪರೇಟರ್ ಹಾಗೂ ವಾಹನ ಚಾಲಕರುಗಳನ್ನು ಪೂರೈಸುವುದು	ರೂ.1000.00	ರೂ.10000.00
ಟೆಂಡರ್ ಫಾರಂ ಪಡೆಯುವ ವಿಧಾನ: ದಿನಾಂಕ:17/06/2009 ರಂದು ಸಾಯಂಕಾಲ 4.00 ಗಂಟೆಯೊಳಗೆ ಟೆಂಡರ್ ಫಾರಂಗಾಗಿ ನಿಗದಿತ ಶುಲ್ಕದೊಂದಿಗೆ ಕೋರಿಕೆಯನ್ನು ಪೌರಾಯುಕ್ತರು, ನಗರಸಭೆ, ಹರಿಹರ, ಇವರ ಹೆಸರಿನಲ್ಲಿ ನಗರಸಭೆಯಲ್ಲಿ ನೇರವಾಗಿ/ರಾಷ್ಟ್ರೀಕೃತ ಬ್ಯಾಂಕಿನಲ್ಲಿ ತೆಗೆಸಿದ ಡಿ.ಡಿ. ಅಥವಾ ಬ್ಯಾಂಕರ್ಸ್ ಚೆಕ್ ಮೂಲಕ ಪಾವತಿಸುವಂತೆ ಸಲ್ಲಿಸುವುದು			
ಟೆಂಡರ್ ಫಾರಂ ನೀಡುವ ದಿನಾಂಕ:19/06/2009			
ಟೆಂಡರ್ ಫಾರಂ ಸಲ್ಲಿಸಲು ಅಂತಿಮ ದಿನಾಂಕ:22/06/2009 ರಂದು ಸಾಯಂಕಾಲ 4.00 ಗಂಟೆಯೊಳಗೆ			

ಹೆಚ್ಚಿನ ವಿವರಗಳನ್ನು ಕೆಳ ಸಹಿದಾರರಿಂದ ಕಛೇರಿ ವೇಳೆಯಲ್ಲಿ/ಕಛೇರಿ ವೆಬ್‌ಸೈಟ್‌ನಲ್ಲಿ ಪಡೆಯಬಹುದಾಗಿದೆ.

ಅಧ್ಯಕ್ಷರು  
ನಗರಸಭೆ, ಹರಿಹರ

ಪೌರಾಯುಕ್ತರು  
ನಗರಸಭೆ, ಹರಿಹರ

## Instructions to Tenderers

1. CMC , Harihar now invites ‘Two Part’ sealed tenders from eligible Tenderers for the Contract for “Operation & Maintenance of street lighting system” at the designated locations in harihar City municipal Council. The detailed scope of work for the project is set out in **Appendix–A**.
2. ‘Two part’ Tender in which both ‘TECHNICAL BID’ and ‘FINANCIAL BID’ should be separately submitted in duplicate in separate sealed covers.
3. ULB invites tenders from interested parties to submit their tender to provide ‘services’. The Tenders would be evaluated on the basis of the criteria set out in this Tender Document.
4. Each Tenderer shall submit a maximum of one (1) tender against this enquiry. Any tenderer who submits more than one tender will be liable for disqualification.
5. The tenderer shall be responsible and shall pay for all of the costs associated with the preparation of the tender and participation in the tender process.
6. Tenderer is also advised to examine carefully the instructions, prequalification requirements, forms of tender quality issues and ‘approved listed materials’ for lamps & accessories for each of the items etc.
7. At any time prior to the last date of submission of tender ULB, for any reason, whether at its own initiative or in response to clarifications requested by any tenderer, modify the tender document by the issuance of addenda.
8. The Tender shall remain valid for a period of **six calendar months** from the last date of submission of the tender. ULB reserves the right to reject any Tender, which does not meet this requirement.
9. In case the tenderer is not actually a resident of the ULB, where the present O & M contract is proposed, the tenderer should highlight how he will be organizing day to day requirements involved in the proposed O &M contract, if awarded to him..
10. The number of lamps indicated in the tender enquiry is based on the present assessment. However, the ‘ULB’ has liberty to increase or decrease the quantities in various items during the period of the contract. The contractor has to carry on O&M on the actual quantities indicated by ULB and contract amount for such a revision will be worked out at prorate basis.
11. The tenderer should use the light fittings and accessories of brands confirming to IS standards and as per technical specifications in the bid document. The tenderer should submit proof from the manufacturer that this material confirms to IS standards and also the technical specifications as specified in the tender documents, otherwise tender is liable to be rejected.

### 12. Pre-Qualification Requirements

The Tenderer who participate in this tender enquiry need to have following pre-qualifying requirements failing which the tender will not be considered. The documents to prove his capability has to be enclosed as formats set in **Appendix – D** of tender documents without which further evaluation will not be considered.

- 12.1 Tenderer should have:
  - at least **two years** of experience in similar kinds of jobs in any ULB OR experience in installation of one street lighting system during last three year period in any ULB /in any atate/central/semi govt/CPWD/KPWD/railways/MES/BMP/BDA/any other govt undertakings. The tenderer shall furnish a certificate issued by the competent authority of the organization for which the contract has been executed indicating satisfactory performance of the lighting system over a period of at least one year.
  - valid license from Electrical inspectorate of Government of Karnataka
  - should be minimum Class I registered contractor
  -
- 12.2 Tenderer should engage only qualified and competent personnel for maintenance of streetlight. The Tenderer should have supervisor of at least diploma passed in electrical engineering from recognised polytechnic college having a valid electrical supervisor permit with valid permit

issued by the electrical inspectorate of Government (duly attested qualification certificates need to be submitted). The other employees like electricians/linemen need to have minimum two years certificate course in electrical trade resulting in national apprentice certificate from recognised ITI or its equivalent. Failing which tender will not be considered for evaluation.

- 12.3 Tenderer should have facilities like insulated ladder with jeep as deemed fit and the relevant documents such as vehicle number, registration permit for owning the vehicle or lease arrangement should be enclosed with the tender without fail. (In case Xerox copies to be enclosed, the same should be attested by the authorised notary). Safety gloves, helmets and belts are a compulsory which need to be arranged by him and the proof for the same need to be submitted along with tender document. OR ULB may also consider providing the jeep with ladder on rental basis.
- 12.4 Tenderer and employees should have full knowledge of the street lighting system including technical experience on the lamp working systems, control gear mechanism, protection etc.
- 12.5 For ULB, tenderer shall make use of the office helpline facility, and provide a staff for regular monitoring of reports and other aspects desired as input are given.
- 12.6 The Tenderer among other things should produce the following along with tender document
  - The Tenderer should provide the figures of Net Cash Accruals from its own audited financial statements and should be equivalent to at least 50% of the tendered cost.
  - Enclose copies of the statement of accounts duly certified by a Chartered Accountant, indicating the total turn over for the previous three financial periods
  - A statement indicating the net worth of the tenderer duly certified by a Chartered Accountant { should submit the abstract certified by chartered accountant with registration no. }

The offer of the tenderer, who do not qualify for the above pre qualification norms will not be considered for further evaluation.

### **13. Earnest Money Deposit (EMD)**

- 13.1 Each Tender shall be accompanied by EMD of Rs.20000.00 [Rupees twenty thousand only].
- 13.2 The EMD shall be in the form of a crossed demand draft / banker's cheque drawn in favour of Municipal Commissioner , CMC , Harihar on any scheduled bank, payable at Harihar.
- 13.3 The EMD of every unsuccessful Tenderer would be returned within a period of eight weeks from the date of announcement of the Successful tenderer. The EMD submitted by the Successful Tenderer would be released upon furnishing of the Performance Security.

### **Format and Signing of Tender**

- 14.1 The tenderer would provide all the information as per this tender enquiry. ULB would evaluate only those Tenders that are received in the required format and are complete in all respects. Each Tender shall comprise the following:

#### ***i. Qualification Submission***

- a Covering letter in the format set out in **Appendix B**
- b. Details of the tenderer in the format set out in **Appendix C**
- c. Technical bid as per format set out in **Appendix D (Form D1 to D6)**
- d. Proof of Purchase of the tender Document

#### ***ii. Financial Offer:***

- a. Financial offer in the format set out in **Appendix E & Appendix - F**

14.2 The Tenderer shall seal the “Technical bid” and the “Financial bid” separately in two envelopes, duly marking the envelopes as “Technical bid” and “Financial bid”. These envelopes shall than be sealed in a single outer envelope.

14.3 The Tenderer shall prepare (1) one original and (1) one copy of the Tender, clearly marked “ORIGINAL” and “COPY” respectively. In the event of any discrepancy between the original and the copy, the original shall prevail.

14.4 The Tender, both the original and the copy, shall be typed or written in indelible ink and an authorised signatory of the tenderer shall initial each page. The person(s) signing the Tender shall also initial all the alterations, omissions, additions, or any other amendments made to the Tender.

#### **15. Sealing and Marking of Tender**

15.1 The tenderer shall seal the original and copy of the Bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in a single outer envelope.

15.2 Each of the envelopes, both outer and inner, must be superscribed with the following information:

- a. Name and Address of tenderer
- b. Contact person and phone numbers
- c. "Tender for the Project No. : [Insert the Tender Notification Number]"
- d. TO BE OPENED IN THE PRESENCE OF TENDER EVALUATION COMMITTEE OR ‘THE AUTHORISED PERSON’ ONLY

15.3 If the envelope is not sealed and marked as instructed above, ULB assumes no responsibility for the misplacement or premature opening of the contents of the Tender submitted and such Tender, may, at the sole discretion of ULB, be rejected.

#### **16 Tender Due Date**

16.1 Tenders should be submitted before 4.00 pm on 22/06/2009, in the manner and form as detailed in this tender document. Tenders submitted by either facsimile transmission or telex will not be accepted.

16.2 ULB may, in exceptional circumstances, and at its sole discretion, extend the above Tender Due Date by issuing an Addendum.

#### **17. Opening of Tenders and Clarifications**

17.1 ULB would open the Tenders on any earliest convenient working day after the Tender Due Date for the purpose of evaluation.

17.2 ULB reserves the right to reject any Tender not submitted on time and which does not contain the information/documents as set out in this tender document.

17.3 To facilitate evaluation of Tenders, ULB may, at its sole discretion, seek clarifications in writing from any tenderer regarding its Tender.

#### **18. Evaluation**

18.1 As part of the evaluation, the Tenders shall be checked for eligibility criteria with the requirements of the tender and only those Tenders which are found to be responsive would be further evaluated in accordance with the criteria set out in this tender document

- 18.2 The Tender would be considered to be responsive if it meets the following conditions:
- a. it is received /deemed to be received by the Tender Due Date including any extension thereof.
  - b. it is signed, sealed and marked as stipulated in Clause 14 and Clause 15.
  - c. it contains all the information and documents as requested in the tender.
  - d. it contains information in formats specified in this tender document along with a proof of pre-site visit in written format to acquaint with the area and scope of work etc., and to start up the maintenance work immediately after the award of the contract without any lapse of time,
  - e. it mentions the validity period as set out in Clause 7.
  - f. it provides information in reasonable detail. (“Reasonable Detail” means that, but for minor deviations, the information can be reviewed and evaluated by ULB without communication with the tenderer). ULB reserves the right to determine whether the information has been provided in reasonable detail.
  - g. there are no inconsistencies between the Tender and the supporting documents.

A Tender that is substantially responsive is one that conforms to the preceding requirements without any material deviation or reservation. A material deviation or reservation is one

- i. which affects in any substantial way, the scope, quality, or performance of the contract, or
  - ii. which limits in any substantial way, inconsistent with the tender document, ULB’s rights or the tenderer’s obligations under the Agreement, or
  - iii. which would affect unfairly the competitive position of other tenderer presenting substantially responsive Tenders.
- 18.3 The responsive tenders shall be evaluated as per the criteria set out in **Appendix D**.
- 18.4 The ‘Financial bids’ of only the tenderer who meet the Qualification Criteria would be opened. The format for quoting the ‘Financial bid’ is set out in **Appendix E**.
- 18.5 The tenderer making the lowest “Financial bid” would be declared as the “Preferred Tenderer”. ULB may either choose to accept the Tender of the “Preferred Tenderer” or invite him for negotiations.
- 18.6 In case there are two or more Tenderers quoting the same lowest Financial Offer. ULB may in such case call all such Tenderers for negotiations and select the ‘preferred tenderer’ on the outcome of the negotiations. The selection in such cases shall be at the sole discretion of ULB.
- 18.7 ULB reserves the right to reject any Tender, if:
- a. at any time, a material misrepresentation is made or discovered; or
  - b. the tenderer does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Tender.
  - c. the tenderer does not enclose the proof form from the manufacturer regarding the brand satisfying the technical specifications and as per IS standards and the specifications mentioned in the tender document.
19. In the event of acceptance of the preferred tenderer with or without negotiations, ULB shall declare the ‘Preferred Tenderer’ as the Successful tenderer. ULB will notify the Successful Tenderer through a Letter of Award (LoA) that its Tender has been accepted.
20. The ‘Successful tenderer’ shall execute the Agreement within one week of the issue of LoA or within such further time as ULB may agree to in its sole discretion.
21. The ‘Successful tenderer’ shall also furnish Performance Security by way of an irrevocable Bank Guarantee, as required under the Agreement.

22. Failure of the 'Successful tenderer' to comply with the requirements of Clause 20 or Clause 21 shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the EMD. In such an event, ULB reserves the right to.
- a. either invite the next lowest tenderer for negotiations **OR**
  - b. take any such measures as may be deemed fit in the sole discretion of ULB, including annulment of the tendering process.
23. Notwithstanding anything contained in this tender document, ULB reserves the right to accept or reject any Tender, or to annul the tender process or reject all Tenders, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.

**24. Duration of the Contract**

- a. The duration of the maintenance of the street lighting contract is on 'turnkey basis' for the awarded area of street lighting. This includes material and manual labour with facilities like jeep, ladder etc., and all other safety requirements to carry such works. It is the responsibility of the tenderer to switch ON/OFF the street lights at time periods prescribed by the ULB.
- b. The proposed period of such maintenance work will be for a period of one year with a provision to extend the contract for further period of up to two years, if the work is found to be satisfactory on completion of each year and with out any variation in rates. However, such extensions cannot be more than one year so that total contract period does not exceed two years from the date of initial award.

**25. Tender prices**

- a. The price quoted shall be FIRM. No variations in prices on any account are acceptable once the contract is acceptable. The prices shall be firm throughout the contract period and extensions thereof.
- b. The rate quoted should be inclusive of all the O & M activities envisaged including the cost of material cost, expenditure incurred for staff, office accommodation, ladder, ladder vehicle with fuel, telephone, computer, printer, godown etc. This should also include charges towards taxes, packing insurance, forwarding and transportation charges or any incidental charges.
- c. Any changes in the prevailing tax rates applicable for such contract should be intimated to the municipal authorities with proof of document. All the basic rates will hold good till completion of work even if extension of contract period is granted by the ULB. However, in case of general revision of taxes on components by way of legislation, there will be procedure to claim / pass-on the difference to the contractor or vice a versa. In case of lowering of tax, the same shall be passed on to ULB, as part of the next monthly bill.

**26. ULB Decision**

In respect of all matter, including the granting of extension, the ULB shall if required to do so by the TENDERER, give in writing a decisions. In all matters of difference of opinion in respect of the contract, the decision of the "**Deputy Commissioner**" of the district shall be final and acceptable to the tenderer. This shall be part of the agreement.

**Appendix - A**

**Scope of Work for the Contract**

- 1.0 The Scope of work of the contractor for operating & maintenance of street lighting is set out below:
- Be fully responsible for the operations and maintenance of the street lighting system and bear all recurring costs of procurement, supply, and replacement of various items of the lamp systems that are required for operations, maintenance & repairs relating to the Project as per the specifications set out in the tender document.
- a. The various types of lamps and lamp sets under categories are
- 4' x 36 W tube light sets (fluorescent tubes)
  - High Pressure Sodium vapour lamp fittings with lamp ratings like
    - 150 W lamp
    - 250 W Lamp
  - Any other not specifically covered by above category but notified / intimated later (but rates for such lamps shall be decided on mutual discussion / agreement basis by the 'Competent Authority')
- b. The operation and maintenance of the above also includes other components of lamp systems when they fail and/or malfunction during the course of contract period. These could be:
- Lamps of various types
  - Chokes (Ballast/chokes for fluorescent lamps and Aluminium/ copper chokes for SV) as per the approved lists
  - Ignitors
  - Lamp circuit wiring
  - Jumpers
  - Lamp holders
  - Starters
  - Lamp covers / Lamp fittings
  - Capacitors
  - Side holders
  - Control main switch
  - Any other part but essentially required though specifically not named above
- c. The contractor should ensure the burning of lamps at least 95% level at any point of the time in each circuit of his area.
- d. Contractor shall be responsible for daily switching operation (ON/OFF) of lamp circuits through MCB controller in the prescribed timings by the "ULB" including the labourers for such operations. Popularisation of automated timer based switches for 'ON/OFF' operation will also be examined during first year operation.
- 2. Quality issues**
- a. The 'Contractor' should use guaranteed quality items for better efficacy and performance standards for the lamps fittings and electrical materials used during maintenance contract.

- b. The light fittings/accessories need to be purchased from authorised manufacturers, the brand confirming to IS standards only. A proof of “source” of purchase place along with invoice and sales tax content need to be furnished along each bill. Without these documents no payment can be processed for payment.
- c. The ‘Contractor’ during period of the contract should replace/change the burn out / failed / malfunctioning lamps and accessories with the specifications / approved list (make/brand/wattage rating etc.). In case of violation of the use of products other than ‘approved make/brand’, a penalty equivalent to twice the unit rate applicable to that item would be levied. If the unit rate for maintaining a fluorescent lamp per year is Rs. A and if it is found that the lamp is not under ‘approved list’, a penalty for such installation would be Rs. 2 x A.
- d. Contractors should use/replace the PVC insulated and sheathed copper and Aluminium wires / single core, Multi core, Multi stand / single stand cables of class ‘A’ of reputed make like – Finolex, Cobra, Wincap, Cauvery and Havells only of size 3/0.036” (3/20), 7/0/036” (7/20) and 4.0 sqmm.
- e. The present scope of work includes replacement of existing kit-kat arrangement (just wire joining arrangement) or fuse units with new 100 Amps MCB units for carrying out switching ON/OFF of the lighting circuit and need to be housed in aluminium metallic boxes with lock facility and an identification tag.
- f. Contractor should undertake regular cleaning of the light fittings to remove the dust, deposits, water accumulated, if any at least once in three months as part of O & M contract.
- g. Contractor is not permitted to display any board advertising his agency/product or any other advertisement boards on the street light poles
- h. Contractor should maintain the street light poles neatly and remove the bunting, threads, banners and pruning of tree branches around the fittings for uninterrupted illumination and as and when required. A penalty of Rs 50/- will be imposed in case of deviations observed by the competent ‘authorities’.
- i. In case poles are exclusively owned by local body, contractor need to take care of ‘pole derbies’ or even ‘bottom deteriorated portion in case of accident. For such works an estimate need to be prepared by competent authority for the sanction of local body.
- j. Contractor will be responsible for missing of existing street light fittings, MCB boxes, and other components of the street lighting system etc., of his area of operation and will replace such items at no extra cost. If required, contractor can have an insurance policy for such thefts at his cost.
- k. No extra compensation will be allowed and paid in case of short circuit due to externalities such as ‘over voltage’ resulting in mass fusing out of lamps, tube and connected accessories. If required, contractor can have an insurance policy for such situations at his cost, if available.

### **3. Monitoring and Reporting System**

- a. ULB proposes to complete the task of numbering of the Street Light poles for easy identification and paint them with unique code number. The specified format given in **Appendix – G**. The tenderer need to do the numbering of all un-numbered poles including those which added, changed, modified during the contract period as per the specified format enclosed as appendix-G.
- b. Similarly, ULB also proposed to have the circuit/ward wise databank & single line diagram and master registers comprising of pole number, type of fitting, area and crosses along with control and metering points indicated therein etc., as per the format set up in **form Schedule - 1** and the tenderer should facilitate updating /modifying whenever the changes occur in the system during contract period.
- c. The contractor need to have a central complaint room/booth accessible by telephone to receive the complaint for each of the zone such a complaint room need to work from 12 ours in a

typical working day. The contractor shall give wide publicity of the complaint room/booth facility with contact telephone numbers o make use of PGR cell of the office.

- d. Contractor should maintain a master complaint register facility and computer based entries in the prescribed proforma furnished by the “ULB” for the purpose of recording and attending complaints received from the public either in writing or through telephone in the format set up in **Schedule - 2**. The ULB also proposed to maintain its own ‘master complaint register’ in the format set as per the **Schedule -3** and cross verify with the details provided by the contractor in form **Schedule -2**.
- e. Contractor should prepare the database of burning status of lamps every day and the consolidate list for every week should be submitted weekly report to the authority as per the format set as the **Schedule - 4**. It is expected that the Contractor should be able to make a survey of areas at least three hours during burning hours of the lighting system and record the non burning lights list for attending the same in the next day morning and also report it to the concerned “ULB”. The ULB also will maintain its own master list on the ‘burning lamps status’ as per the format set in the **Schedule - 5** and need to get tallied on the monthly basis.
- f. Contractor should store the new stock of lamps & accessories to carry out the day-to-day maintenance work in store and the same should be located in the local body premises or premises authorised by ULB. Contractor should maintain the invoices of the new stock purchases and should be submitted along with the monthly bill. The “ULB” has the right to inspect the store at any point of time, regarding the brands quoted by the tenderer in conformity with the technical specifications and quality check, without prior notice to the contractor. The contractor should also maintain the stock incoming and withdrawal details as per the format set **Schedule - 6**.

The stock in and stock out details for every month should be submitted to the local authority. Authority will cross check the details provided with the material replaced on various poles during the month.

- g. The replaced/released item need to be handed over on ‘daily basis’ (on the next working day) to “ULB” of the stores for further disposal/destruction as the case may be. These shall be the property of ULB. The released material is not to be stored in contractor’s premises. A typical format for such reporting is shown as **Schedule - 7**.
- h. All the consolidated reports (**Schedule–2, Schedule-4 & Schedule - 6**) as mentioned above during the month should be submitted to “Authority” monthly basis along with the submission of monthly bill. The authority will analyse these reports along with their own reports (**Schedule – 3, Schedule – 5 & Schedule - 7**) to relate the total material used, burning status of lamps, public complaint register to assess the quality of the work and for any discrepancies in the work execution.
- i. It is proposed to have a citizen participatory and reporting system in each area wherein at least two nominated prominent citizen from the public will be part of the evaluating process, wherein it will be pointer towards satisfactory services provided by the contractor for the area of the locality. The nominated citizens need to be resident of the area and initially residents near switching unit boxes are located for this purpose furnish their opinion indicated as per the format set in **Schedule - 8**, which will highlights replacements of fused lighting bulbs and issues like switching ON/OFF of the circuit.

#### **4.0 Bill payment**

- a. Contractor will be entitled to receive the equivalent monthly (1/12) payment on the basis of accepted annual contractually payable amount, which is derived on the number of each type of fittings coming under the each circuits of the area.
- b. ULB will arrange the stock verification for minimum level of which is 10% stock of the total number of street lights during regular interval of the contract period. (using **Schedule – 6**).
- c. When a claim for monthly payment bill is raised by the contractor, the documents and reconciliation statement in respect of the following issues shall be submitted along with the same:
  - Complaints received from the residents of the area as against the non burning lamps (**Schedule – 2**).

- Pole numbers of the lamps /other materials replaced by contractor (**Schedule – 4**).
  - Co-relating to the status of replacement maintained by ULB (**Schedule-5**)
- d. The pole numbers of all cases should be different and if repetitive numbers are found, they are considered as one only.
- e. Surprise verification, compiled by the “Engineer” on a typical circuit & number of non-burning lamps noticed by the concerned “Engineer” of the ULB.
- f. Also, the ‘ULB’ will randomly check up to 5% of the pole numbers replaced during the month to confirm the authenticity of the data provided by the contractor. If mismatch is observed between the quantity of the new stock purchase and the quantity of material replaced, there will be opportunity for the contractor to explain the reasons.
- g. A Proof for buying material from authorised dealers of the “brands” along with the invoice need to be furnished along with each bill. Without these documents no payment can be processed for the payment.
- h. Contractor should submit his equivalent monthly bill within 8 days of receipt of electricity bill of each circuit where it is metered to the competent “ULB” in local body concerned. After scrutinizing the bill, “ULB” will make payment monthly basis. In case of un-metered installations, the bill shall be submitted on 5th of every month.
- i. In case any excess payment is made to the Contractor by mistake or otherwise, the “ULB” will have the right to recover the payment made from the amounts due on the work or from the amounts due to him in any other supply or this supply or security deposits for such supplies of any section under “ULB”/local bodies.
- j. The last bill of the payment will be arranged to the “Contractor” only after taking over by the new Contractor or agency but only after joint inspection of entire circuit after accounting the actual burning lamps involving local engineers. If non-burning of lamps are less than 95%, suitable pro-rate deduction in the bill will be done. For example the per unit O&M cost for a certain lamp type per year is Rs. X and total number of lamps in area are N, the contractor need to maintain at least  $N \times 0.95$  lamps in burning condition at any point of time. If only M number of lamps are burning, (which say  $M = 0.90 \times N$ ), the amount to be deducted from the last month electricity bill would be Rs.  $[N \times (0.95 - 0.90) \times X]/12$ .

#### **5.0 Penalty Clauses**

- a) Contractor should repair/replace the fused out lights within 2 days from the time of complaint is recorded or detection of fault whichever is earlier. In case of failure, penalty will be imposed as below:
- Rs.10/- (Rupees ten only) per fitting per day for the first week period of delay.
  - After a week’s delay, the penalty rate would be @ Rs 50/- per day per pole basis till the same is completed.
- b) Contractor is responsible for switching ON and OFF operations of the streetlights on 365 days. It is understood that switching operation timings will be decided on the seasons and light levels generally available in these seasons. Adhering to this as per timings mutually agreed (season wise) is an important factor as burning hours has direct bearing on the energy cost born by the ULB. In case of deviations observed a penalty of equivalent energy cost of the circuit consumed based on extra burning hour basis will be imposed by “ULB” as the case may be, wherever it is metered. If the particular circuit has ‘X’ kW loading consisting of N1 number of W1 wattage lamps, N2 number of W2 wattage lamps and so on and the lamps in this circuit are observed to be still burning in the morning beyond set time limit (e.g. ‘T’ extra hours), the amount for such hours is calculated on the basis of ‘unit energy rate’ (say Rs Y per unit), but at twice the rate being it is ‘penalty’ as = Rs [‘X’] x [T] x [2Y]. This rate of penalty will continue till the circuit lamps are made off during that day.
- c) Similarly in case of reported non-switching of the lamp circuit at the prescribed time the penalty beyond the prescribed time will at Rs 250/- per circuit per day basis.
- d) At any point of time, if burning lamps in any circuit is found less than 95% a penalty will be levied equivalent to 150% of the replacement cost of the lamp and accessories. For example

the per unit O&M cost for a certain lamp type per year is Rs. X and total number of lamps in area are N, the contractor need to maintain at least  $N \times 0.95$  lamps in burning condition at any point of time. If only  $N \times 0.90$  number of lamps are burning, the amount of penalty would be calculated for the said circuit on the basis of difference in number between assured level of 95% and actual level which will be Rs.  $1.5 \times [N \times (0.95 - 0.90) \times X/12]$ .

- f) If any electrician/linemen working on street light poles at point of time without wearing any of the protection equipments like safety gloves, helmets and belts, a penalty of Rs. 500/- for each such incidence will be levied.

#### **6.0 Supplementary Information for contractor**

- a The contractor shall maintain the attendance register of the staff and the stock register for all the stores stock materials.
- b. Contractor should strictly follow the rules laid down by Electrical Inspectorate, Labour Commissioner. Local body will not be responsible for any dispute arising thereon between contractor & his employees and/or contractor, employees & public including accidents & claims thereon. All works shall be executed in accordance with the Indian Electricity Rules as in force from time to time, wherever they are applicable unless otherwise agreed to in writing by the 'ULB'.
- c. Contractor should carry out the Annual Maintenance work in close coordination with electricity board authorities and concerned Engineer of the local authority.
- d. The scope of work also covers the maintenance of street light fittings in the park, playgrounds, and burial grounds falling under his area for which the tender has been accepted. To acquaint with the area and scope of work etc., and to start up the maintenance work immediately after the award of the contract, without any lapse of time, the contractor is requested to make a pre-tender site survey of area of his interest. After the pre-tender site survey, the contractor needs to provide the proof for such a visit in written format enclosing the details as per the format set in **Appendix – D (Form D-6)**. In case any discrepancies are noticed by him with regards to number of light fittings in the areas compared to the data provided by ULB as per the formats prescribed under item 3(a) and 3(b), it should be brought to the immediate notice of the ULB before the due date of the tender.
- e. All the employees of the contractor including himself/herself should be covered with enough life insurance and the proof for the same should be provided, whenever required.

#### **7.0 Practising of safety aspects & rules**

The contractor should adhere to all safety aspects and Rules and also electricity board inspectorate regulations while carrying streetlights maintenance work.

The standard uniform approved by "ULB" along with ID card, rubber shoes; hand gloves, safety belts and helmets shall be worn by employees of the successful Contractor engaged in the maintenance work.

**Appendix C**  
**Details of Tenderer**  
(On the letter Head of the Tenderer)

1.       (a) Name of tenderer
  
- (b) Address of the Office(s)
  
- (c) Date of incorporation and/or commencement of business
  
2.       Brief description of the tenderer's main lines of business
  
  
  
  
  
  
  
  
  
  
3.       Details of individual(s) who will serve as the point of contact/communications for municipality with the tenderer
  - (a) Name
  - (b) Designation
  - (c) Company/Firm
  - (d) Address
  - (e) Telephone Number
  - (f) E-mail address
  - (g) Fax number
  - (h) Mobile number
  
  
  
  
  
  
  
  
  
  
4.       Name, Designation, address and phone numbers of authorised signatory of the Tenderer
  - (a) Name
  - (b) Designation
  - (c) Company/Firm
  - (d) Address
  - (e) Telephone Number
  - (f) E-mail address
  - (g) Fax number
  - (h) Mobile number

\_\_\_\_\_  
Signature & name of Authorised Person

Date \_\_\_\_\_

**Appendix D**  
**Technical Bid Form D - 1**  
**Qualifications of the Tenderer and Staff**

1. Name:
2. Profession
3. Present Designation:
4. Years with Firm/Organization:
5. Nationality:
6. Area of Specialization:
7. Proposed Position on Team:
8. Key Qualifications:  
*(Under this heading, give outline of staff member's experience and training most pertinent to assigned work on proposed team. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to half – a – page)*
9. Education\*:  
*(Under this heading, summarize college/university and other specialised education of staff member, giving names of schools/colleges etc., dates attended and degrees obtained. Use up to a quarter page)*
10. Experience\*\*  
*(Under this heading, list all positions held by staff member since graduation or any other education qualification, names of employing organization, title of positions held and location of assignments. For experience in last two years, also give types of activities performed and client references, where appropriate. Use up to three quarters of a page)*
11. Languages:  
*(Indicate proficiency in speaking, reading and writing of each language by 'excellent', 'good' or 'poor')*

*Note: Attach sufficient documentary proof against each qualification/experience claimed. Photocopy this sheet and use for more each employee present.*

*\* The minimum educational qualification for supervisor is diploma in electrical engineering from recognised polytechnic college and for field employees/linemen, the minimum qualification is two years certificate in electrical trade resulting in national apprentice certificate from recognised ITI or its equivalent.*

*\*\* Tenderer should have at least two years of experience in similar kinds of jobs in any other ULB/should have installed light systems with valid license from electrical inspectorate of Government of Karnataka and should be Class – I registered contractor for CMCs*

Signature of Authorised Person

**Appendix D**

**Technical Bid Form D - 2  
Financial Capability**

The Tenderer shall have aggregate **Net Cash Accruals** for the last two completed financial years equal to Rs.12 lakh [*Rupees Twelve lakh only*]

(Rs. Lacs)

2008-09	2007-08	Total

# The tenderer should provide the figures of Net cash Accruals from its own audited financial statements. The guiding factor for Net cash accruals could be considered at least 50% of the tendered cost.

**Instructions:**

- a. Net Cash Accruals = (Profit After Tax + Depreciation + Non-cash Expenses)
- b. The financial year would be the same as the one normally followed by the bidder for its annual report
- c. The Applicant shall provide the audited annual financial statements as required under this tender document. The financial statements shall be duly supported by a certificate from the statutory auditor of the firm/company, which shall clearly indicate the membership number and contact details of the statutory Auditor.

Signature and Name of Authorised Person

Date:

**Appendix D**

**Technical Bid Form D - 3  
Minimum Infrastructure Requirement**

Sl. No	Infrastructure Requirement	No. of Units	Remarks
	Jeep with ladder (T)	01	Tenderer have the choice of obtaining the facility of the ULB.
	Computer**	01	
	Printer**	01	
	Software to maintain the database of street lights and to generate the report**	MS office etc.,	

The following information need to be furnished for each of the above items:

Sl. No	Infrastructure Requirement	Information need to be furnished	Remarks
1	Jeep with ladder	Vehicle number, registration permit for owning the vehicle or lease arrangement	
2	Computer**	Make, Configuration, No. of units available	
3	Printer**	Make, No. of units available	
4	Software to maintain the database of street lights and to generate the report	Details of the software like make, capabilities etc.	

Signature

Date:

Note: Safety gloves, helmets and belts are a compulsory which need to be arranged by contractor and the proof for the same need to be submitted along with tender document.

**Appendix D**  
**Technical Bid Form D - 4**  
**Product Specifications**

To maintain high quality standard all the components of the lighting system, the products need to be as per the IS standard and also satisfying Technical Specifications mentioned in the tender documents, as a proof of this, the tenderer should enclose proof from the manufacturer.

**Tenderer should select the lamps/fittings/accessories of above mentioned make only failing which the contract will be terminated without any prior-notice.**

**i. Lamp details**

Lamp Item	Make	Model	Wattage	Lamp Life (hours)	Dimensions	Letter from manufacturer enclosed or not
4 ft, 40 W Fluorescent Tube Light						
<b>HPSV Lamps</b>						
150 W						
250 W						
<b>HPMV Lamps</b>						
150 W						
200 W						
<b>Metal Halide Lamps</b>						
250 W						
400						

**ii. Ballast/Choke and Ignitor details**

Ballast for	Make & model of ballast	Make & model of ignitor	Letter from manufacturer enclosed or not
4 ft, 40 W Fluorescent Tube Light			
<b>HPSV Lamps</b>			
150 W			
250 W			
<b>HPMV Lamps</b>			
250 W			
400 W			
<b>Metal Halide Lamps</b>			
150 W			
250			

Signature of Authorised Person

Date:

The specifications of the products mentioned above should be as per the details given below:

**1. Fluorescent 4' long tube:**

Fluorescent tubes should be of 4' long 40 watts as specified by IS 2418 (Part I, II, III and IV) which comply with this specification when operated with a starter complying with IS2215-1968 and with ballasts complying with IS 1534 (Part I 1967). The Mechanical, physical, Electrical, Luminous and colour characteristics shall confirm to the above IS standards. The rated lumens and life of the lamps shall also be specified. It shall have ISI mark on it etc., complete.

**2. Fluorescent tube light choke:**

40 watts choke (Polyfil aluminium wire) should be of heavy duty ballasts for fluorescent lamps and shall confirm to IS 1534 (Part I). The ballasts shall be legibly marked for origin, type, wiring diagram, ISI certification. The ballasts should be of HDPE type electrical characteristics along with the type of materials used for winding of the ballast shall also be specified clearly etc. complete.

**3. Starter:**

Fluorescent tube starters are to be of 230 V, 36 W starters and shall confirm to IS 2215-1983. The starter shall carry the ISI mark and shall possess all the electrical characteristics for the required fluorescent lamps and ballasts etc. complete.

**4. High Pressure Sodium Vapour (HPSV) and High Pressure Mercury Vapour (HPMV) Lamp**

The HPSV and HPMV lamps shall confirm to IS 9974 (Part I and II) and IS 9900 (Part 1, 2, 3, 4) - 1981 standards respectively. The life expectancy and nominal lumen output shall be clearly specified. The technical, mechanical and electrical characteristics shall be in accordance with IS-9974 /IS 9900 etc. complete.

**5. High Pressure Sodium Vapour (HPSV) and High Pressure Mercury Vapour (HPMV) Choke**

The HPSV and HPMV lamp chokes shall confirm to IS 9974 (Part I and II) and IS 9900 (Part 1, 2, 3, 4) - 1981 standards respectively. Heavy duty inductive polyester filled copper wound ballast suitable for high pressure sodium vapour and mercury vapour lamp - The ballast incorporates coil core and connector assembly. The ballast is made from low loss silicon steel laminations and wound with polyester based super enamelled copper wire with class F insulation on specially designed glass field nylon bobbin. High temperature resistant inter layer polyester film is provided for proper inter layer insulation. The complete assembly is varnished in a vacuum impregnated chamber and enclosed in MS can and sealed with specially formulated polyester resin. The polyester resin provides excellent heat dissipation and protection against mechanical damage and ingress of atmospheric moisture. Functionally designed glass filled polyester connector, can withstand high voltage up to 5 k.V. for connection of the lamp. For internal tapping silicon and fibreglass sleeveings are provided for proper insulation. Insulation of the copper wire is removed using automatic buffing machine before twisting and soldering to ensure a 100% bonding and eliminate sparking. The ballast is provided with voltage tapping at 220 Volts and 240 Volts and designed for working at an ambient temperature of 50 degree centigrade and temperature up to 120 degree centigrade.

**7. High Pressure Sodium Vapour (HPSV) and High Pressure Mercury Vapour (HPMV) Ignitors**

Ignitors suitable for HPSV/HPMV shall be used confirming to IS 9974 /IS 9900 stands etc complete best indigenous make.

**8. Metal Halide (MH) Lamp**

The M. H. lamps shall confirm to IS 9974 (Part I and II) standards. The life expectancy and nominal lumen out put shall be clearly specified. The technical, mechanical and electrical characteristics shall be in accordance with IS 9974 etc complete.

**9. Metal Halide Choke**

The M. H. lamp chokes shall confirm to IS 9974 (Part I and II) standards. Heavy duty inductive polyester filled copper wound ballast suitable for high pressure metal halide lamp. The ballast incorporates coil and connector assembly. The ballast is made from low loss silicon steel lamination and are wound with polyester based super enamelled copper wire with class F insulation on specially designed glass filled nylon bobbin. High temperature resistant inter layer polyester film is provided for proper inter layer insulation. The complete assembly is varnished in a vacuum impregnated chamber and enclosed in MS can and sealed with the specially formulated polyester resin. The polyester resin provides excellent heat dissipation and protection against mechanical damaged and ingress of atmospheric moisture. Functionally designed glass field polyester connector, can withstand high voltage up to 5 kV for connection of the lamp. For internal tapping silicon and fibreglass sleeveings are provided for proper insulation. The insulation of the copper wire is removed using automatic buffing machine before twisting and soldering to ensure a 100% bonding and eliminate sparking. The ballast is provided with voltage tapping at 220 volts and 240 volts and designed for working at an ambient temperature of 50 degree centigrade and temperature up to 120 degree centigrade.

**10. Metal Halide Ignitors**

Ignitors suitable for HPMH shall be used confirming to IS 9974 standards etc complete.

**Apart from the main lamp accessories mentioned above, the tenderer should use the other associated products for the above mentioned light fittings with the following specifications**

1. Side holder, (Tube light set spares) of best quality as per IS 3323 (1980).
2. Starter holder (Tube light set spares) of best quality, best indigenous make as per IS 3324 ((1982)
3. Acrylic cover (Tube lights spares) of Pradhan type of regular type best quality sample should be produced. Best indigenous make and as per the fitting order placed by the M.C.C.
4. Main patti (Tube light set spares) of Pradhan / Regular type best quality sample should be produced.

**5. SV/MV Holders**

Supply of holder for HPSV/HPMV porcelain holder should be suitable capacity, mechanical strength, characteristics and for carrying lamps, having ISI mark etc complete best indigenous make.

6. Supply of fuse cut out (porcelain) up to 650 volts electrical fuses for voltages up to 650 V shall confirm to IS 2806 specification. The fuse carrier, base carrier contracts, base contracts, materials size, rated voltage etc. shall be clearly specified as per ISI standards (100A) etc complete.

7. Supply of 32 Amps Bakelite D.P. main switch with neon indicator best quality and sample should be produced
8. All the cables should be as per ISI specification 694 (sample should be produced).
9. **Insulation tape**  
Insulation tape shall confirm to IS 5351 standards. The length of the tape width, thickness, month and year of manufacture, ISI marks shall be clearly indicated on the tape etc. complete (10 mtrs length) best quality and sample should be produced.
10. 25 mm dia 'A' class G.I. Bracket (0.80 mtr length with 2 holes) best quality and sample should be produced.
11. 40 mm dia 'A' class G.I. Bracket (1.50 mtr length with 2 holes) best quality and sample should be produced.
12. **FRP Fuse Box**  
Supply of FRP fuse box (Fiber) of size 7' x 9" x 12" with opening top door with necessary links fixed inside. Along with universal lock and key arrangements fixed with 200 amps heavy duty fuse cutout mounted on 5 mm SMC sheet of FR grade and fixed to the embedded sheet being necessary bolt and nut. Necessary provision for pole mounting arrangements (suitable for RCC pole) with 5 mm MS strip provided with necessary hole for bolt, nut and necessary ribs should be provided for additional strength. The fuse should be tested in electrical insulation, water resistance etc. as per IE standard complete.
13. R.C.C. pole clamp with bolt nut of 32 x 4 mm dia manufacture by M.S. sheet best quality (sample should be produced).

*Appendix D*

**Technical Bid Form D - 5  
Format for Anti-Collusion Certificate  
Anti – Collusion Certificate<sup>#</sup>**

I\* / We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, I/We will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

I/We hereby certify and conform that in the preparation and submission of our proposal, I/ We have not acted in connect or in collusion with any other bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

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

Dated this ..... Day of ....., 2004

.....  
(Name of the Bidder)

.....  
(Signature of the Bidder<sup>##</sup> / Authorised Person)

# On the letter head, in case the bidder is not an individual

\* In case of an individual

## In case of an individual

***Appendix D***

**Technical Bid Form D - 6  
Pre-Tender Site Visit**

(On the letterhead of the Tenderer)

Date:  
To: Municipal Commissioner  
City Municipal Council  
Harihar

Sub: Operation & Maintenance Contract for Street Lighting System

Ref: Your notification no: \_\_\_\_\_ dated \_\_\_\_\_

Dear Sir/Madam

I/We confirm that, the undersigned has visited the area under the proposed contract and verified the details of the street lighting system. We confirm that the street lighting details are matching with the data provided by the ULB.

I/We also hereby agree and undertake as under:

\_\_\_\_\_  
Signature of Authorised Person

\_\_\_\_\_  
Name of the Authorised Person

Date \_\_\_\_\_

**Appendix E**  
**Financial Offer for the Project**  
(On the letter head of Tenderer)

Date:

To,  
The municipal Commissioner  
City Municipal Council , Harihara

Sub: Operation & Maintenance of Street Lighting System  
Ref: Your notification no: \_\_\_\_\_ dated \_\_\_\_\_

Dear Sir/Madam

Having gone through the tender document and having fully understood the scope of work for the project as set out by [insert the name of municipality] and the product specifications as mentioned in **Appendix – D (Technical Bid Form D-4)**, we are pleased to inform that we would charge as below the execution of the works envisaged under the scope of work indicated in this tender document.

Sl .	Quantity	Description of the Work	Unit*	Value (Rupees)	
				In Figures	In Words
1		<b>'Operation and Maintenance'</b> of light sources mentioned below as 1(a) to (d) and (2) and cost of men and material as directed by the Engineer in-charge. Here the work includes supply and replacement of all components/materials such as lamps, chokes /ballasts, starters, condensers, ignitors, side holders, wire etc., complete for the street lighting as per the specifications mentioned below, including painting of poles and footings, pole numbering and preparing of master register for each ward/division, removing of buntings, posters, threads, banners from the street lighting poles. Direct, tapping, Bimetal and all other nature of faults etc., to be attended by the contractor at his cost only.			
(a)		4 feet, 40 W fluorescent lamp fixtures consisting of 4' long, 40 W tube light as specified by IS 2418 (Part I, II, III and IV), starter as per IS 2215 – 1968 and ballasts as per IS 1534 (Part 1) – 1967. The ballasts shall be legibly marked for origin, type, wiring diagram, ISI certification. For more details of these parts, please refer respected clauses under Technical Bid Form D-4.			
	2231	40 W			
(b)		<b>HPSV Lamp Fixtures</b> should be of single piece gravity die cast LM6 alloy, ISI marked street light luminaries suitable for watt elliptical high pressure sodium lamp made by gravity die cast aluminium housing. High transparent acrylic bowl firmly held with the canopy by means of stainless steel toggles and rubber, gasket. Optical control is provided by reflectors. The control gear housing accommodates low loss heavy duty polyester filled copper wire wound ballast, power-factor improvement capacitor and igniter (for HPSV lamp) all pre wired up to the terminal block. The luminary is painted white inside and hammer tone gray out side. The luminaries meet IP-65 protection and confirm to IS: 10322 (part5/sec3) specifications but without lamp. For more details of these parts, please refer respected clauses under Technical Bid Form D-4.			
	200	150 W			
	566	250 W			
(c)		<b>HPMV Lamp Fixtures</b> should be of as per IS 9900 (Part 1 to 4) - 1981 suitable for watt elliptical high pressure mercury lamp made by gravity die cast aluminium housing. High transparent acrylic bowl firmly held with the canopy by means of stainless steel toggles and rubber, gasket. Optical control is provided by reflectors. The control gear housing accommodates low loss heavy duty polyester filled copper wire wound ballast, power-factor improvement capacitor and igniter (for HPMV lamp) all pre wired up to the terminal block. The luminary is painted white inside and hammer tone gray out side. The luminaries meet IP-65 protection and confirm to IS: 10322 (part5/sec3) specifications but without lamp. For more details of these parts, please refer respected clauses under Technical Bid Form D-4.			
	20	150 W			
	10	250 W			

Sl	Quantity	Description of the Work	Unit*	Value (Rupees)	
				In Figures	In Words
(d)		<b>Metal Halide (MH) Lamp</b> fixtures consist of metal halide lamp confirming to IS 9974 (part I and II), choke of heavy duty inductive polyester filled copper wound ballast suitable for MH lamps made from low loss silicon steel lamination and are wound with polyester based super enamelled copper wire with class F insulation on specially designed glass filled nylon bobbin and Ignitors suitable for MH lamps confirming to IS 9974. For more details of these parts, please refer respected clauses under Technical Bid Form D-4.			
	24	250 W			
	36	400 W			
2		Supply, erection and maintenance of street Lighting control circuit in a metal box housing with 100 A MCB unit, replacement of existing porcelain cut outs & loose / defective wire etc.,			
	80				
		<b>Total</b>			

\* Please fill the sheets in **Appendix – F** to explain how the unit rates are estimated

Note: All the rates quoted shall include the total expenditure inclusive of taxes, if any.

We have reviewed all the terms and conditions of the tender and would undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be, no deviations from the stated terms and conditions contained therein. We hereby declare that there are, and shall be, no deviations from the stated terms in the tender document.

Yours faithfully,

For and on behalf of (*Name of Tenderer*)

*Duly signed by the Authorised Signatory of the Bidder*

*(Name, Title and Address of the Authorised Signatory)*

Municipal Commissioner  
City Municipal Council  
Harihar

**Maintenance Cost calculations for Tube Lights**

**No. of Replacemenst per year per pole**

**Lamp**

Choke

Starter, side holders

Sl. No.	Item	Average Rate	Labour Cost	Profit	Tax on	Total rate, Rs.
		(A)	(B)	( C)	A + B + C	
1	4' Tubes					
2	Choke					
3	Starter					
4	Side holder					
5	Starter holder base					
6	Others, if any					
					Total	

\* All rates are in Rupees

**Appendix – F**  
**Page 2 of 4**

**Maintenance Cost Calculations for Sodium Vapour (SV) Lamps**

**No. of Replacements per year per pole**

Lamp

Choke

Ignitor

Sl. No.	Item	Average Rate	Labour	Profit (c)	Tax at _____% on	Total rate
		(a)	(b)		a + b + c	
<b>150 W HPSV</b>						
1	150 W S V Lamp					
2	150 W S V Chokes					
3	150 W S V Ignitors					
4	Others, if any					
	<b>Total</b>					
<b>250 W HPSV</b>						
1	250 W S V Lamp					
2	250 W S V Chokes					
3	250 W S V Ignitors					
4	Others, if any					
	<b>Total</b>					

\* All rates are in Rupees

**Appendix – F**  
**Page 3 of 4**

**Maintenance Cost Calculations for Mercury Vapour (MV) Lamps**

**No. of Replacements per year per pole**

Lamp

Choke

Ignitor

Sl. No.	Item	Average Rate	Labour	Profit (c)	Tax at _____% on	Total rate
		(a)	(b)		a + b + c	
<b>125 W HPMV</b>						
1	125 W M V Lamp					
2	125 W M V Chokes					
3	125 W M V Ignitors					
4	Others, if any					
	<b>Total</b>					
<b>250 W HPMV</b>						
1	250 W M V Lamp					
2	250 W M V Chokes					
3	250 W M V Ignitors					
4	Others, if any					
	<b>Total</b>					

\* All rates are in Rupees

**Appendix – F**  
**Page 4 of 4**

**Maintenance Cost Calculations for Metal Halide (MH) Lamps**

**No. of Replacements per year per pole**

Lamp  
Choke  
Ignitor

Sl. No.	Item	Average Rate	Labour	Profit (c)	Tax at _____% on	Total rate
		(a)	(b)		a + b + c	
<b>250 W MH</b>						
1	250 W MH Lamp					
2	250 W MH Chokes					
3	250 W MH Ignitors					
4	Others, if any					
	<b>Total</b>					
<b>400 W MH</b>						
1	400 W MH Lamp					
2	400 W MH Chokes					
3	400 W MH Ignitors					
4	Others, if any					
	<b>Total</b>					

\* All rates are in Rupees

**Appendix - G**  
**Guidelines for numbering Street Lighting Poles**

All the street lighting poles in the area of award should be numbered as per the details shown below:

Each street light pole should contain details like transformer centre number where from the supply has given, pole number, type of the lamp fitting and lamp wattage.

The format should be like **TC01P04FTL40**

**TC** indicates the 'Transformer Centre'

**01** indicates TC number

**P** indicates 'Pole'

**04** indicates the 'Pole number'

**FTL** indicates fluorescent light (MV for mercury vapour, SV for sodium vapour, MH for metal halide)

**40** indicates wattage of lamp (40 W).

<b>Ward</b> _____
<b>Street</b> _____
<b>T C</b> _____
<b>P</b> _____
<b>FTL/SV/MV/MH</b>
<b>Wattage</b>

**Schedule-1  
Street Light Details**

Street Name	Transformer Centre No.	Pole No.	Type of Lamp	Lamp Wattage	Lamp/Ballast Make





**Schedule – 4**  
**Burning Status of Lamps**  
**(To be maintained by Contractor)**

Area:  
 Transformer Centre /Circuit No:

Date:  
 Street Address of starting control point:

Pole No.	Type of Lamp / Make	Condition of Lamp/Fitting/Accessories (Good/Bad)							Status of Burning	Last replaced	Burning hrs as on date
		Lamp	Fixture	Choke	Starter /Ignitor	Condenser	Wiring / Control switch	Side holder			

Summary:

**Number of failure items**

- Lamps:
- Chokes:
- Ignitors:
- Starters:
- Others:

Signature of Authorised Person

\_\_\_\_\_  
 Name of the Authorised Person

Date \_\_\_\_\_

Note:

*On the letterhead of the Tenderer*

**Schedule - 5**  
**Burning Status of Lamps**  
**(To be maintained by ULB)**

Area:  
Transformer Centre /Circuit No:

Date:  
Street Address of starting control point:

Pole No.	Type of Lamp / Make	Condition of Lamp/Fitting/Accessories (Good/Bad)							Status of Burning
		Lamp	Fixture	Choke	Starter /Ignitor	Condenser	Wiring / Control switch	Side holder	

Summary:

**Number of failure items**

Lamps:  
Chokes:  
Ignitors:  
Starters:  
Others:

Signature of Authorised Person

\_\_\_\_\_  
Name of the Authorised Person

Date \_\_\_\_\_

**Schedule - 6**  
**Register of Stock Receipts/Issues**

Month: \_\_\_\_\_

Date	Reference to recorded measurements (for receipts only) and to indent or other	Source from which received* To whom issued*	Details of articles		Pole number on which issued material is used (for issues only)	Signature of the receiving /issuing authority
			Name	Make/Model		

Summary:

Received Items:

No. of items:	FTL	HPMV	HPSV	MH
Lamps:				
Chokes				
Ignitors				
Starters				
Others				

Issued Items

No. of items:	FTL	HPMV	HPSV	MH
Lamps				
Chokes				
Ignitors				
Starters				
Others				

Signature of the Authorised Person

**Schedule - 7**  
**Released Material Stock Book**

Material	Released from Pole No.	Date of Release	Released by (Person Name)

Total number of released items:

- Lamps:
- Chokes:
- Ignitors:
- Starters:
- Others:

Signature of Authorised Person

\_\_\_\_\_  
Name of the Authorised Person

Date \_\_\_\_\_

Note:

*On the letterhead of the Tenderer*

**Schedule - 8**  
**Compliance Certificate**

For the month of [ insert month], 2009

Days in Month	Maintenance of street lighting including switch ON/OFF	Replacement of burnt bulbs/fixtures in time	Sign of the first nominated resident of the area	Sign of second nominated resident of the area
1				
2				
3				
4				
5				
And so on				

## AGREEMENT

This **AGREEMENT** entered into on this the [Insert date] day of **June, Two Thousand and nine at Harihara;**

### BETWEEN

City Municipal Coouncil, Harihar acting through Municipal Commissioner, (hereinafter referred to as “**ULB**” which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and permitted assigns); OF THE ONE PART

### AND

[Insert name and registered office address of the selected bidder], (hereinafter referred to as “**the Contractor**” which expression shall unless excluded by or repugnant to the context, be deemed to include its permitted successors and permitted assigns), OF THE OTHER PART

### WHEREAS:

- A. The ULB have decided to off load the operation and maintenance of street lighting system to eligible contractors underwhich the eligible contractor would maintain the street lighting system on his own in the period of contract awarded.
- B. The ULB invited competitive tenders from eligible tenderers to carry out “Operation & Maintenance of street lighting system “(hereinafter referred as “**the Contract**” ).
- C. In response thereto, the ULB has received tenders from several tenderers and after evaluation thereof, has accepted the tender submitted by the Service Provider.
- D. ULB hereby grants and authorises the Service Provider to implement the project in accordance with the terms and conditions of this agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

## ARTICLE 1

### DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

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

“**Agreement**” shall mean this Agreement, and includes any amendments hereto made in accordance with the provisions hereof.

“**Applicable Law**” shall mean all laws in force and effect, as of the date hereof, and which may be promulgated or brought into force and effect hereinafter in India including judgements, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Project/the Contractor.

“**Competent Authority or Authority**” the “Commissioner / Director of DMA / concerned Engineers/ President of local bodies and any other “Authority”” applicable in such as the case may be.

The “**Engineer**” shall mean “Asst. Ex. Engineer / authorised engineer” of the ULB.

“**Engineer in-charge**” means “the Asst. executive Engineer directly in-charge of the works or his authorised Engineers”

“**Tenderer**” means, “the person or persons, Firm or Consortium or Company submitting a tender for the work, contemplated either directly or through a duly authorised representative”.

The term “**The Contract**” shall mean the “invitation to tender, the instructions to tenders, the tendered/acceptance of Tender, ‘Particulars’ herein after defined and those general/ special conditions and schedule of contract form” that may be added.

This will include:

- a. Contract Agreement, General conditions of contract, schedule of contract form and all other documents
- b. Specifications of the equipment to be furnished under the contract
- c. CONTRACTOR’S TENDER proposal including the letter of clarifications thereto between the CONTRACTOR and the Purchaser or the Engineer prior to the award of “Contract”
- d. All the materials, literature, data and information of any sort given by the CONTRACTOR along with his TENDER, subject to the approval of the Purchaser or the Engineer
- e. Any agreed variations to the conditions of the documents and specifications and special terms, schedule of contract form and conditions

“**Contractor**” means “person or persons, Firm or consortium or Company who have entered into contract for the execution of the work and shall include the contractor’s legal, personal representatives, successors, assignees”.

The “**Sub-Contract**” shall mean “the person named in the contract of any part of the work or any person to whom any part of the contract has been sub-let with the consent in writing of the Engineer and the legal representatives, successors and assignees of such person”.

“**Drawing**” means the “drawing referred to in the tender documents and any modification of such drawing approved in writing by the Engineer, or such other drawing as from time to time be furnished or approved in writing by the Engineer”.

“**Ward/Area**” means, “lands and other places, on under, in or through which the works are to be executed carried out or any other lands or place provided by the “Authority” for the purposes of contract. These terms shall also include material stocking place and the area which the temporary structures are put in for works.

“**Tests**” means, “such tests as are required to be carried out either by the Contractor or by Engineer-in-charge from time to time and on completion as detailed in the specifications, before the work is certified as being satisfactory”

“**Month**” shall mean “a month as reckoned by English Calendar”

The term “**Material**” shall mean “anything used in the Lighting System”

The term “**the Store**” shall mean “what the area where tenderer agrees to supply under the contract as specified in the acceptance of tender”

“**Commercial use**” shall mean that “use of the work which the contract contemplates or of which it is to be capable of suing commercially”

“**Maintenance Period**” shall mean “a period of 12 (Twenty four) months commencing immediately after commencement of the work”

“**Specification**” shall mean, “the instructions provisions, conditions, detailed requirements contained in the tender documents”

“**Work**” or “**Works**” shall mean and include “any or all and implement other tools of all description necessary for the execution of the work in safe and workman like manner”

“**Origin**” means “the place where the plant and materials or component parts thereof are produced”.

“**Writing**” shall include “any manuscript, typewritten or printed statement, under or over signature or seal as the case may be”

“**Persons**” shall include “firm company, organisation, corporation and other body of persons whether incorporated or not”

“**The Inspector**” shall mean “the “Authority” for the time being or such other person as may be duly authorised and appointed in writing by the “Authority” to act as an “Inspector” for the purpose of the contract”

“**Approved**” shall mean the “written approval of the “Authority” or Engineer or of the inspector” as the case may be

“**Commissioning**” shall mean “the first regular operation for commercial use”.

“**Ward Committee**” means a committee formed by ULD of nominated residents of the area where the present contract is covered and give the feedback to the ULD on the status of the burning of lamps and the quality of work by the contractor

## **ARTICLE 2**

### **GRANT OF CONCESSION**

#### **2.1 Grant of Concession**

Subject to and in accordance with the terms and covenants set forth in this Agreement, the ULB hereby grants and authorises the Contractor to operate and maintain the street lighting system

Provided further that, subject to and in accordance with the terms and covenants set forth in this Agreement, the ULB grants and authorises the Contractor to operate and maintain street lighting system...

#### **2.2 Concession Period**

The Concession hereby granted is for a period of 12 months from the Appointed Date (hereinafter referred to as the “Concession Period”).

Provided, in the event of Termination, the Concession Period shall mean and be limited to the period commencing from the Appointed Date and ending with the Termination Date.

## **ARTICLE 3**

### **OBLIGATIONS OF THE CONTRACTOR**

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Contractor shall have the following obligations:

#### **3.1 Operation and Maintenance of Street Lighting System**

- a. The Contractor shall within the agreement Period operate and maintain the street lighting system in accordance with the O & M Requirements set out in **Appendix A**, without any liability to the ULB.
- b. In performance of its obligations under (a) herein above, the Contractor shall, without any liability to the ULB, undertake to:

- i. bear all costs towards procurement of materials and equipment for installation and erection, commissioning and maintenance of the street lighting system
- ii. bear all costs towards manpower, and other related activities.

### **3.2 General Obligations**

- i. allow the local authority/ Engineer to inspect the status of street lighting system at any area/ward and at any time in accordance with the provisions of this Agreement.
- ii. allow the local authority/ Engineer to inspect the stock godown at any time in accordance with the provisions of this Agreement.
- iii. Allow the ward committee members to inspect and inform the status of lamps burning to the ULB once in a month or so.
- iv. comply with the recommendations of the local authority with regard to operation and maintenance of the street lighting system in accordance with the provisions of this Agreement.
- v. procure all the Applicable Permits and be in compliance thereof at all times during the period of this Agreement.
- vi. conform and comply with Applicable Laws at all times during the period of this Agreement.

## **ARTICLE 4**

### **ULB's OBLIGATIONS**

#### **4.1 Handover of Street Lighting System**

The ULB shall, within 7 days from the Appointed Date, handover the awarded area of street lighting system on as-is-where-is basis, for the purpose of implementing the Project.

#### **4.2 Engineer or any other competent authority**

- a. The ULB shall within 7 days of the Appointed Date, nominate any field engineer or any other competent authority for the purposes of co-ordinating, supervising and monitoring the operation and maintenance of the street lighting system.
- b. The engineer or any other competent authority shall ensure that the street lighting system is operated and maintained as per the Operation and Maintenance Requirements during the tenure of the Concession.
- c. In case of replacement of the Engineer or any other competent authority, the ULB shall intimate to the Contractor within 7 days thereof.

#### **4.3 General Obligations**

ULB shall:

- a. where appropriate, provide necessary assistance to the Contractor in securing Applicable Permits.
- b. observe and comply with all its obligations set forth in this Agreement.

## **ARTICLE 5**

### **HANDBACK REQUIREMENTS**

#### **5.1 Ownership**

Without prejudice and subject to the Concession, the ownership of the street lighting system, including all improvements made therein by the Contractor, shall at all times remain that of ULB.

#### **5.2 Obligations of Parties**

##### **(a) Contractor's Obligations**

- i. The Contractor shall on the date of expiry of the agreement Period, hand back peaceful possession of the street lighting system to the ULB.
- ii. At least three months before the expiry of the Concession Period, the Engineer or any other competent authority and the Contractor shall undertake a joint inspection of the street lighting system. The ULB, shall within 15 days of such inspection furnish to the Contractor of the detail of works, if any, to be carried out so as to conform to the O & M Requirements. The Contractor shall promptly undertake and complete such works at least one month prior to the expected expiry of the Concession Period and ensure that the Project Facility continue to meet such requirements until the same are handed back to the ULB.
- iii. The Contractor hereby acknowledges ULB's rights specified in Article 7.3 enforceable against it upon Termination and its corresponding obligations arising therefrom. The Contractor undertakes to comply with and discharge promptly all such obligations.
- iv. At least 3 months prior to the expiry of the Concession Period, the Contractor shall, for due performance of its obligations relating to handback of the Project Facility, submit to ULB a bank guarantee, in the form as set forth in Appendix - I ("Handback Guarantee"), from a bank acceptable to ULB. The Handback Guarantee shall be kept valid for a period of six (6) months.

##### **(b) ULB's Obligations**

The ULB shall, subject to ULB's right to deduct amounts towards;

- i. carrying out works listed under Article 5.2(a)(ii), which have not been carried out by the Contractor,
- ii. any outstanding dues, which may have accrued in respect of the Project Facility during the period of the Concession.

## **ARTICLE 6**

### **FORCE MAJEURE**

#### **6.1 Force Majeure Event**

Any of the following events resulting in Material Adverse Effect shall constitute Force Majeure Event:

- a. earthquake, flood, inundation, landslide;
- b. fire caused by reasons not attributable to the Contractor or any of the employees, contractors or agents appointed by the Contractor for purposes of the Project;
- c. acts of terrorism, war, invasion, rebellion, riots, military action or civil war;
- d. Over voltage and/or any other power quality problems

Save and except as expressly provided in the Agreement, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss / damage relating to or arising out of occurrence or existence of any Force Majeure Event. However, the Contractor shall be entitled to receive and appropriate the proceeds of any insurance obtained by it.

## **6.2 Performance Obligations**

- a. As soon as practicable and in any case within 7 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Concessionaire shall notify the engineer or any other local authority of the same setting out in reasonable detail the nature of such Force Majeure Event.
- b. If the Concessionaire is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that due notice of the Force Majeure Event has been given as required by the preceding sub-clause.

## **ARTICLE 7**

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

#### **7.1 Events of Default**

Event of Default means either Contractor Event of Default or ULB Event of Default or both as the context may admit or require.

##### **a. Contractor Event of Default**

Any of the following events shall constitute an event of default by the Contractor (“**Contractor Event of Default**”), unless caused by a ULB Event of Default of a Force Majeure Event:

- i. The Contractor has not started his work of operation and maintenance of the Project Facilities, or any part thereof, within 10 days from the contract award Period.
- ii. The Contractor has failed to adhere to the operation and maintenance Requirements for of the street lighting system, in accordance with **Appendix - A**, in the assessment of the local authority.
- iii. The Contractor has not maintained the street lighting system in accordance with the operation and Maintenance Requirements for a period exceeding 7 days, except where performance has been prevented by a Force Majeure Event.
- iv. The Contractor has not remedied the defects identified by the local authority or the engineer in accordance with the O & M Requirements, except where performance has been prevented by a Force Majeure Event.
- v. The Contractor has repudiated or abandoned the Project;

##### **b. ULB Event of Default**

Any of the following events shall constitute an event of default by the ULB ("**ULB Event of Default**"), unless caused by a Contractor Event of Default or a Force Majeure Event:

- i. ULB has failed to handover the street lighting system from previous contractor within the stipulated period as set out in Clause 4.1, and more than 90 days have elapsed from the Appointed Date.
- ii. ULB has repudiated this Agreement

## **7.2 Termination due to Event of Default**

### **a. Termination for Contractor Event of Default**

Without prejudice to any other right or remedy which the ULB may have in respect thereof under this Agreement, upon the occurrence of a Contractor Event of Default, the ULB may terminate this Agreement by issuing a Termination Notice setting out the underlying Event of Default and the Termination Date. The Contractor shall continue to perform its obligations under the Agreement till Termination Date.

### **b. Termination for ULB Event of Default**

Without prejudice to any other right or remedy which the Contractor may have in respect thereof under this Agreement, upon the occurrence of ULB Event of Default, the Contractor shall be entitled to terminate this Agreement by issuing Termination Notice.

### **c. Termination Payments**

Upon Termination of this Agreement on account of Contractor Event of Default, the Contractor would not be entitled to any compensation from the ULB and the Performance Security, if subsisting, shall be forfeited.

Upon Termination of this Agreement on account of ULB Event of Default the Concessionaire shall be entitled to receive from ULB, balance payment for the completed duration.

## **7.3 Rights of ULB on Termination**

- (a) Upon Termination of this Agreement for any reason whatsoever, ULB shall upon making the Termination Payment, if any, to the Contractor have the power and authority to:
  - i. take possession and control of the Project Facility forthwith;
  - ii. prohibit the Contractor and any Person claiming through or under the Contractor from dealing with the Project Facility;
- (b) Notwithstanding anything contained in this Agreement, ULB shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularisation of employment, absorption or re-employment on any ground, in relation to any Person in the employment of or engaged by the Contractor in connection with the Project, and the handback of the Project Facility by the Contractor to ULB shall be free from any such obligation.

## **7.4 Accrued Rights of Parties**

Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. The rights and obligations of either Party under this Agreement, including without limitation those relating to the Termination Payment,

shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

**ARTICLE 8  
DISPUTE RESOLUTION**

**8.1 Amicable Resolution**

Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement, shall in the first instance be attempted to be resolved amicably by meetings between the Parties.

**8.2 Arbitration**

Any dispute which is not resolved amicably shall be finally settled by binding arbitration, with the District Commissioner serving as the sole Arbitrator. The place of arbitration shall ordinarily be the District Commissioner's office. The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties.

Pending the submission of and/or decision on a dispute, the parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such arbitration award.

**ARTICLE 9  
MISCELLANEOUS**

**9.1 Governing Law and Jurisdiction**

This Agreement shall be governed by the laws of India and courts of the District Head Quarters will have jurisdiction relating to all matters arising from this Agreement.

**9.2 Amendments**

This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

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

SIGNED SEALED AND DELIVERED

For and on behalf of THE ULB by  
(Signature)

(Name)

Municipal Commissioner  
City municipal Council  
Harihar  
In the presence of.

SIGNED, SEALED AND DELIVERED

For and on behalf of the Contractor by:  
(Signature)

1)

2)

**Appendix - 1**

**HANDBACK GUARANTEE**  
(PROFORMA OF BANK GUARANTEE)

THIS DEED OF GUARANTEE executed on this the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ by \_\_\_\_\_ (Name of the Bank) having its Head/Registered office at \_\_\_\_\_ hereinafter referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

In favour of

*City Municipal Council, harihar*], represented by the Commissioner, having its office at *Harihar*, hereinafter referred to as “ULB”, which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS

- A. By the Agreement entered into between ULB and \_\_\_\_\_, a company incorporated under the provisions of the Companies Act, 1956/firm having its registered office at \_\_\_\_\_ (“the Contractor”) the Company/firm had been granted the Concession to implement the Project, as defined under the Agreement mentioned hereinabove.
- B. In terms of Article 4.2 or 4.3 as the case may be, of the Agreement, the Contractor is required to furnish to ULB, an unconditional and irrevocable bank guarantee for an amount of Rs. \_\_\_\_\_ *[insert amount in figures and words]* as security for due and punctual performance/discharge of its obligations under the Agreement, relating to handback of the Project Facility.
- C. At the request of the Contractor, the Guarantor has agreed to provide guarantee, being these presents, guaranteeing the due and punctual performance/discharge by the Contractor of its obligations under the Agreement relating to handback of the Project Facility.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS :

1. Capitalised terms used herein but not defined shall have the meaning assigned to them respectively in the Agreement.
2. The Guarantor hereby irrevocably guarantees the due and punctual performance by M/s. \_\_\_\_\_ (hereinafter called “the Contractor”) of all its obligations relating to handback of the Project Facility.
3. The Guarantor shall, without demur, pay to ULB sums not exceeding in aggregate Rs. \_\_\_\_\_ *[insert amount in figures and words]*, within five (5) calendar days of receipt of a written demand therefor from ULB stating that the Contractor has failed to meet its performance obligations relating to handback of the Project Facility. The Guarantor shall not go into the veracity of any breach or failure on the part of the Contractor or validity of demand so made by ULB and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Contractor or any other Person. The Guarantor’s obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.
4. In order to give effect to this Guarantee, ULB shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents or by the extension of time for

performance granted to the Contractor or postponement/non exercise/ delayed exercise of any of its rights by ULB or any indulgence shown by ULB to the Contractor and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by ULB or any indulgence shown by ULB, provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.

5. This Guarantee shall be irrevocable and shall remain in full force and effect until \_\_\_\_\_<sup>2</sup>unless discharged/released earlier by ULB in accordance with the provisions of the Agreement. The Guarantor's liability in aggregate be limited to a sum of Rs\_\_\_\_\_ [insert amount in figures and words].
6. This Guarantee shall not be affected by any change in the constitution or winding up of the Contractor/the Guarantor or any absorption, merger or amalgamation of the Concessionaire/the Guarantor with any other Person.
7. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO  
ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED

by \_\_\_\_\_ Bank  
by the hand of Shri \_\_\_\_\_  
its \_\_\_\_\_ and authorised official.

<sup>2</sup>12 months from the date of issue of the Handback Guarantee in accordance with Article 5.2 of the agreement