



**Request For Proposal for**  
Providing Services for Execution of Routine Operation and Maintenance Works, Cleaning,  
Horticulture Work and Traffic and Security  
**At DND Flyway**

**July 03, 2023**

Noida Toll Bridge Co. Ltd.  
Corporate Off: Toll Plaza, DND Flyway, Noida-201301  
CIN: L45101DL1996PLC315772  
Providing Services for Execution of Routine Operation and Maintenance  
Works, Cleaning Horticulture Works, and Traffic and Security

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## 1. NOTICE INVITING TENDER (NIT)

- 1.1. Noida Toll Bridge Company Ltd. (NTBCL/the Company) invites Bid in a single stage two packet system, from reputed Contractors who may be a sole proprietary firm, a partnership firm or a company incorporated under the Companies Act' 1956/ 2013 & having its registered office in India or as a Joint Venture/ Consortium of such entities for award of Contract for Providing Services for Execution of Routine Operation and Maintenance Works, Cleaning, Horticulture Work and Traffic and Security at Delhi Noida Direct Flyway as per Tender Document.
- 1.2. The Bidders shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have conflict of interest shall be disqualified. A Bidder shall be deemed to have a conflict of interest affecting the Bidding Process, if the constituent of one Bidder is also a constituent of another Bidder.
- 1.3. NTBCL shall receive Bids pursuant to this Bid Document in accordance with the terms set forth herein and as modified, altered, amended and clarified from time to time by NTBCL. Bidders shall submit Bids in accordance with such terms on or before the date specified in this document. Bidders are expected to carry out extensive survey of Designated Space and analysis at their own cost, before submitting their respective Bids for award of Providing Services for Execution of Routine Operation and Maintenance Works, Cleaning Horticulture Works, and Traffic and Security at Delhi Noida Direct Flyway. NTBCL shall provide necessary permission and assistance to the prospective Bidders in this regard
- 1.4. The Contractor has to comply with rules and regulations of "Safety and Health Management Policy"
- 1.5. Main Terms and Conditions of the Bid:

1.	Cost of Tender Document	Bidding documents may be downloaded by the contractors, <b>free of cost</b> , from the Employer's web site <a href="http://www.ntbcl.com">www.ntbcl.com</a> from July 03, 2023 onward.  However, at the time of submission of hard copy of the tender document the Contractor is required to make non-refundable payment amounting ₹ 5,000 (Rupees Five Thousand only) towards tender document through RTGS/Demand Draft.
2.	Earnest Money Deposit /Bid Security	₹ 2,00,000 (Rupees Two Lakhs only) (refundable without interest) to be provided

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		in the form of demand draft/RTGS only. Bank Guarantee will not be acceptable.  Bid Security will have to be in the form as specified above and shall have to be valid for <b><u>120 days beyond the validity of the Bid.</u></b>
4.	Refundable Performance Security	INR 1,00,000 (Rupees One Lakh only). Performance Security to be provided in the form of demand draft/RTGS only. Bank Guarantee will not be acceptable.
5.	Evaluation	Technical and Financial
6.	Time Schedule	Five years

#### 1.6. Schedule of Bidding Process:

1.	Download of Tender Documents	July 03, 2023 onward
2.	Last date of receiving written queries by NTBCL	Mail to <a href="mailto:tendernovember2022@ntbcl.com">tendernovember2022@ntbcl.com</a> latest by 5 p.m. <b>July 07, 2023</b>
3.	Pre-bid meeting/Clarification	July 11, 2023 at 3 p.m.
5.	Last date & time of submission of Bid	July 14, 2023 by 6 p.m.  Password protected scan copy of the Bid Documents will be sent to:  <a href="mailto:rajiv@ntbcl.com">rajiv@ntbcl.com</a> (by 3 p.m)  AND  Passwod of the scan copy of the Bid Documents will be sent to: <a href="mailto:dheeraj.kumar@ilfsindia.com">dheeraj.kumar@ilfsindia.com</a> (by 3.30 p.m.)  AND  Hard Copy of the Bids in the sealed envelope along with the Cost of Tender & Bid Security will submitted at Noida Toll Bridge Company Ltd., Admin Building, Ground Floor, Toll Plaza, DND Flyway, Noida, India by 3.30 p.m.
6.	Bid opening	Technical Bid (Both Electronic & Hard Copy) on July 17,2023  Financial Bid (Both Electronic & Hard

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		Copy) on July 18,2023
7.	Validity of Bid	3 (three) months from the last date of submission
8.	Place for issue of tender documents, pre-bid meeting, and tender submission	Noida Toll Bridge Company Ltd., Admin Building, Ground Floor, Toll Plaza, DND Flyway, Noida, India
9.	Authorized person for issue of RFP, amendments, extensions, queries and replies, receiving of tender documents and securities etc.	Dhirender Kumar Singh – Head Maintenance And Traffic & Security  Ashok Kalia - Head Infra

- 1.7 **Eligible Entities:** Sole Proprietorship Firm, Partnership Firm, Public/Private Limited Company/ Limited Liability Partnership who have not been blacklisted by concerned department, Central/State Govt. departments, Ministry, autonomous body, PSUs as on bid submission date.

In case, the Bidder has subsidiary/affiliate companies/firms whose experience/net-worth is claimed for meeting eligibility criteria by the bidder, then relevant documents shall be provided for showing ownership/control over such subsidiary/ affiliate companies/ firms. The decision of NTBCL on the entities whose turnover/net-worth can be aggregated for the purpose of meeting the qualification criteria shall be final and binding on all bidders

Bidders should not have abandoned any of their contracts for, and should not be under a declaration of ineligibility or blacklisted for corrupt, fraudulent and coercive practices or works of poor quality / delayed implementation of any work by the Government of India (GoI), other State Governments and Union Territories, NTBCL and/or Statutory Authorities. He should not have been convicted of any criminal /anti national activities by the laws of India

Other Eligibility Criteria are as follows.

- A. **Experience** : Bidder should have completed in previous three (3) years ending on 31.03.2023

TWO similar work of single contract value per annum not less Rs.1 Cr.

OR

FOUR similar works with each of single contract value per annum not less than Rs 50 Lakhs.

Similar work(s) shall mean Project management or operation & maintenance of similar facility and other related services in a reputed industrial house/ Corporate.

- B. **Turnover:** The average annual turnover of the bidder shall not be less than INR 5 Crores (Ten Crores) per annum during last three years

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## Other Terms & conditions of Bid

Bidders should read these conditions and the complete bid document for Technical part and financial part carefully and comply strictly while submitting their bids.

1. The Bid Security and Bid Fee shall only be accepted through Electronic mode of payment like RTGS/NEFT/Inter Bank Transfer. The details of unit bank account for payment of Bid Security & Bid Fee through Electronic mode of payment are as under :
  - a) Beneficiary Name : Noida Toll Bridge Company Limited
  - b) Account No. : 1942201075223
  - c) Beneficiary Bank : Canara Bank
  - d) Beneficiary Branch : PCB, Delhi
  - e) Branch IFSC Code : CNRB0001942
2. Bidder should specifically mention UTR No. (Unit Transaction Reference) in his bid.
3. Employer reserves the right to reduce the scope of work and the period of Contract by giving 30 days prior notice without any compensation or loss of profit etc. and the contractor shall not be eligible to submit any claim for early termination of the contract.
4. Director/Manager, NTBCL reserves right to cancel the Bid without assigning any reason to the Bidder or anyone else.
5. Conditional Bid and casual letters sent by the contractors about the bid will not be accepted.
6. Any representation on the procedure of bidding after opening of bidders shall be ignored. Such parties may be debarred from bidding in future for a period of 1 year.
7. Bidders are requested to read the instructions in the Bid Document and visit the site before submitting the Tender/Bid.
8. Director/Manager (NTBCL) reserves the right to finalize the bid in a fair and transparent manner in the best interest of the Company and such decision shall be final and binding on the bidders.
9. Director/Manager (NTBCL) reserves the right to accept any bid not necessarily the lowest bid and reject any or all bid/ bids without assigning any reason thereof.
10. The bidder shall not assign or sublet his bid or any part thereof to any other agency without prior written approval of Director/Manager or authorized representative of NTBCL.
11. The bidder who is registered under the GST & having valid GST No., shall only be eligible to submit the bids. The GST number should be indicated and a copy attached with the bid submission.
12. The bidder shall indicate Permanent Account Number issued by the Income Tax Authority.

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The successful bidder has to submit KYC in the prescribed format appended herewith and shall submit required KYC documents before signing of the contract agreement.

13. The Bill of Quantities (BOQ) are annexed at Annexure-4. The bidder has to submit the Financial Proposal as per annexure-4 of the tender document.
14. **All the enclosed documents, Performa's, annexures, appendices, certificates etc. should be signed by the bidder & must be submitted.**
15. **Release of Bid security:**
  - (i) Bid security of the bidder except L1 & L2 shall be released immediately upon receipt of request by the bidder in original or through Email.
  - (ii) Bid security of the L2 bidder shall be released after execution of contract agreement by the L1 bidder or 30 days of issuance of Letter of Acceptance (LOA) to L1 bidder or bid validity period, whichever is earlier.

Bid security of the L1 bidder shall be released after submission of Performance Security and execution of contract agreement by the L1 bidder. The bid security of L1 bidder available in cash may be adjusted against performance security on request of L1 bidder.
16. **Forfeiture of Bid Security:** The Bid Security will be forfeited in the following cases:
  - (i) When bidder withdraws or modifies the offer after opening of technical bid of tender.
  - (ii) When tenderer does not submit the undertaking with respect to Clause 6.5.2 within the specified time.
17. Successful bidder will have to execute the contract agreement on requisite non-judicial stamp papers as per norms. No Interest will be paid by NTBCL on the Bid Security or Performance security or Security Deposit.
18. The bidders are advised to visit the Project site before quoting their rates for the work and fully satisfy themselves regarding the Condition of Site, availability of material, labour, distance to quarries and availability of Water, Electricity and other resources required for the execution of work. No additional payment shall be paid to the contractor beyond work order rates. Any claim beyond accepted approved rates shall not be permissible.
19. Bids shall be valid for a period of 120 days from the date of opening of technical bid.
20. In the event of disagreement between NTBCL and the approved Contractor the matter will be referred to the Director/Manager-NTBCL whose decision shall be final.
21. In case of any discrepancy whatsoever, the decision of the Director/Manager, NTBCL shall be final. All the matters/disputes shall be resolved through conciliation. In case the issue is not resolved then arbitration shall be the next step. The contractor shall not file any case in any court before the final arbitration award/conciliation order is passed.
22. Any grievance related to bid may be resolved as per procedure adopted in Annexure-4. All

legal proceedings, if any, arising out of this bid shall have to be filed within the specified timelines in courts with jurisdiction in Delhi only, in case the matter is not resolved by procedure mentioned at Annexure-4.

23. All taxes including GST are inclusive in the rates.
24. Project Manager will be administrator of this contract agreement. Work shall be executed under the supervision of NTBCL representatives/Supervision Consultant and payment shall be released based on the certification by the Project Manager/Engineer.
25. Director/Manager, NTBCL is empowered to approve all the time extensions, variations in the contract, waiving off penalty and approval of change of scope as per site requirement on the merits of the case. They are also empowered /authorized to award the work on any other stretch also in NTBCL on the same terms & conditions to any Agency.
26. Director/Manager will carry out the inspection along with Project Manager regularly and necessary compliances are to be done by the contractor.
27. Contractors debarred or black listed by any department/central/state government. are not eligible to bid.



## 2. ABOUT THE COMPANY

- 2.1. Noida Toll Bridge Company Limited (NTBCL) is a public limited company incorporated and domiciled in India with its registered office at Toll Plaza, Mayur Vihar Link Road, New Delhi- 110091. The Infrastructure Leasing and Financial Services (IL&FS) group is the promoter of NTBCL.
- 2.2. NTBCL owns and operates the Delhi Noida Toll Bridge, Mayur Vihar Link Road, approach roads and other related facilities (“hereinafter referred to as the “DND Flyway”) under the “Build-Own-Operate-Transfer” (BOOT) concession granted by NOIDA vide agreement dated December 30, 1998 (“Concession Agreement”).
- 2.3. On a Public Interest Litigation filed in 2012 (challenging the validity of the Concession Agreement and seeking the Concession Agreement to be quashed), the Hon’ble High Court of Allahabad has vide its judgement dated October 26, 2016, directed the Company to stop collecting the user fee, holding the two specific provisions relating to levy and collection of fees to be inoperative, but refused to quash the Concession Agreement. Consequently, the Company has filed a Special Leave Petition (SLP) before the Hon’ble Supreme Court of India, which is pending final disposal.
- 2.4. The Company has also initiated arbitration proceedings against NOIDA seeking various reliefs pursuant to breach of the terms of the Concession Agreement by NOIDA. The proceedings are currently stayed by the Hon’ble Supreme Court awaiting disposal of the petition filed by NOIDA against the said proceedings.
- 2.5. Government takeover of the IL&FS Group and effect on affairs of NTBCL:
  - a) The Union of India on October 1, 2018 filed a petition with the National Company Law Tribunal ("NCLT") seeking an order under section 242(2) and section 246 read with section 339 of the Companies Act, 2013 on the basis of the interim reports of the Registrar of Companies. The said petition was approved and all the board of directors of IL&FS have been replaced with nominees appointed by Government of India.
  - b) The National Company Law Appellate Tribunal (“NCLAT”) vide its Order dated October 15, 2018 gave a moratorium to IL&FS and its group entities including NTBCL which inter-alia stated that no creditors can proceed against it except under article 226 of the Constitution.
  - c) Based on the NCLAT Order dated February 4, 2019, IL&FS Limited has segregated the group entities into green/amber/red Category. The Company has been classified as 'red' category entity (i.e. an entity which cannot meet its payment obligations even towards its senior secured financial creditors). NTBCL, at present, is permitted to make only those payments necessary to maintain and preserve the going concern status. Accordingly, NTBCL has not been servicing the debt obligations since October 15, 2018.

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### 3. OBJECTIVE

#### 3.1 Objective

**To perform required services in Professional manner as per best industrial practices.**

#### 3.2 The successful bidder shall be responsible for the rendering services as per Section 4

- 3.2.1. The following facilities shall be provided by the Contractor to its staff working at the site without any extra cost to NTBCL. It is deemed that cost towards these facilities is already included in the quoted price by bidders.
- PPE (Personnel Protective Equipment's) etc. including Florescent Jackets
  - Tools and Tackles etc.
- 3.2.2. The Contractor shall be fully responsible about the conduct of his employee and ensure that their behavior with the employees, visitors and users of DND Flyway is always good and cordial. If it is found that the conduct or skill of any person employed by the contractor is unsatisfactory, the contractor shall have to remove the person concerned and engage a new one. The decision of Officer-in-charge in this regard shall be final and binding on contractor.
- 3.2.3. The Contractor shall uphold the strictest disciplinary standards for all their personnel and any transgressions are dealt with immediately, and to the fullest extent that the law allows.
- 3.2.4. The Contractor shall fully guide, supervise and monitor the Security Personnel deployed in COMPANY locations by its Security Supervisors.
- 3.2.5. The Service Provider shall be required to render any Additional Services only after it has received the prior request from the Service Recipient and the Additional Services have been agreed to in writing by the Service Provider, and the Service Provider will be paid the Additional Fees for any additional services, that have been agreed between the Parties.
- 3.2.6. The contractor shall on award of the contract, furnish a list containing names addresses of his workmen/employees, details of police verification and also the documentary proof of identification of workers/ employees.
- 3.2.7. During all days, the contractor shall deploy all required personnel at facility who shall be readily available to meet exigencies of work.

- 3.2.8. Identity Cards to be issued by the contractor with photographs of his workmen/ supervisor. The contractor will ensure that his workmen/supervisor should wear the Identity Card regularly.
- 3.2.9. All the workmen of the contractor shall wear proper uniform and identity badge bearing the name of the Contractor's Organization on the left-hand side of the chest.
- 3.2.10. The Contractor shall ensure that its employee(s)/ labourers refrain from smoking / consuming alcohol and other intoxicant substance or carrying any inflammable substances etc., inside the premises. If anybody found to be consuming alcohol or any other intoxicating substance or carrying any inflammable substance, forthwith he/ she shall be expelled from the complex and shall be barred to enter again. Contractor at its own discretion shall arrange alternative workman within 24 Hrs., failing which penalty shall be imposed as per the terms and conditions as already specified in the bid.
- 3.2.11. Contractor shall be responsible for proper coordination with other agencies operating at the site of work so that work may be carried out concurrently, without any hindrance to others. NTBCL shall resolve disputes, if any, in this regard, and his decision shall be final and binding on the Contractor.
- 3.2.12. The contractor will be solely responsible for any loss, damage to property while it is in his charge due to negligence and or fraud etc. on part of his personnel which shall be dealt as per existing Law/Act.
- 3.2.13. The contractor being the employer of the workmen shall be exclusively responsible to control day to day conduct and discipline of the workmen so as to maintain congenial working environment in all premises of DND Flyway. The contractor shall be responsible to control leave of the workmen and provide replacement for leave/absence
- 3.2.14. Company shall have no liability whatsoever concerning contractor's employees.

## 4. SCOPE OF WORK

### 4.1 PROJECT DETAILS

Sr. No.	Name of Project	SPV	State	Unit	Project Length	No. of Lanes
1	Delhi Noida Direct Flyway	DND Flyway	Delhi & UP	Km	5+670	4 Lane
2	MVL	DND Flyway	Delhi & UP	Km	0+250-1+325	2 Lane
3	A Ramp	DND Flyway	Delhi & UP	Km	0+350	2 Lane
4	B Ramp	DND Flyway	Delhi & UP	Km	0+350	2 Lane
5	C Ramp	DND Flyway	Delhi & UP	Km	0+150	2 Lane
6	D Ramp	DND Flyway	Delhi & UP	Km	0+150	2 Lane
7	A+B Ramp Sarai Kale Khan	DND Flyway	Delhi & UP	Km	0+800	2 Lane
8	C+D Ramp Sarai Kale Khan	DND Flyway	Delhi & UP	Km	0+800	2 Lane
9	E Ramp Sarai Kale Khan	DND Flyway	Delhi & UP	Km	0+550	2 Lane
10	Main Bridge across river Yamuna	DND Flyway	Delhi & UP	Mtr		
11	Three minor bridge across DND Flyway	DND Flyway	Delhi & UP			
Total					9.895	

### 4.2 Maintenance of Road & Plaza

#### 4.2.1 Median & shoulders Maintenance:

Trimming of plants/shrubs and removal of other unwanted vegetation/ grass using grass/brush cutters/ hedge trimmers in the median, shoulders, islands, rotary, interchanges, toll plazas, truck lay bye and at other facilities of the Site along with cleaning of carriageway, disposal of branches/undesirable vegetation/debris including supplying and spreading manure, pesticides and insecticides as and when required as per Site conditions and as directed by Project-In-Charge or his representative as required by IRC :SP:21-2009. All cut vegetation and debris shall be disposed of at designated locations with such procedures so as not to create environment hazard. The service provider arranges his on Tractor and trolley for the disposal of all malba, Trimming and shaping of hedges and trees are also within the scope of the Service Provider.

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#### **4.2.2 Roadside Maintenance:**

General cleaning and disposal of branches/undesirable vegetation/ debris from roadside (from outer edge of Main Carriageway upto Row) as directed by Project In-Charge with all leads and lifts complete. All cut vegetation and debris shall be disposed of at designated locations with such procedures so as not to create environment hazard.

Frequency – Pre and Post Monsoon throughout the stretch and at specific locations as directed by Project-In-Charge.

#### **4.2.3 Cleaning of Road Furniture (Delineators, Signboards, Crash Barrier, PGR, Separators, etc.):**

Cleaning of Road furniture in medians, Road side and service roads; as directed by Project-In-Charge at least once in a month.

#### **4.2.4 Sweeping/Cleaning of Road:**

Surface cleaning of main carriageway along with paved shoulder and service roads, bus laybys / truck laybys, preferably by mechanical means along with disposal of debris from Site as directed by Project-In-Charge with all leads and lifts complete. Also wet cleaning of kerbs should be carried out at least once in two months.

#### **4.2.5 Cleaning of Toilet Blocks:**

Toilet Blocks shall be kept in clean and usable condition throughout the day. The Service Provider shall provide at least one sweeper for 9 AM to 5 PM for PC-1, PC-2 and PC-3 the Service Provider shall provide all such materials/consumables which are required to keep the toilet block neat and clean. The responsibility of the material available in the toilet blocks will be of the Service Provider against theft and breakage. All consumable in for toilet will be provided by service provider.

#### **4.2.6 Cleaning of Drains:**

Cleaning of roadside drains wherever required including lined/unlined drains, median and embankment chutes, including disposal of sediments, excess material from site with all leads and lifts complete in all respect as directed by the Project-In-Charge.

Frequency – Drain must be cleaned prior to Monsoon and as required during Monsoon in order to avoid choking of drains leading to stagnation of water on DND.

#### **4.2.7 Cleaning of Toll Plaza and Booths, Admin & Other Buildings:**

Carrying out cleaning of toll plaza premises, administrative building premises, and toilet toll booth and toll lanes including wet cleaning of road furniture, kerbs and bull nose in toll plazas. All consumable for toile and cleaning will be provided by the service provider.

The service provider will provide the pest control and rodent in the Noida office once in a month.

#### **4.2.8 Cleaning of Waterway of Structures / Culverts and Structures:**

Desilting, cleaning of culverts (box, slab & pipe), underpasses, bridges, flyovers, ROBs Retaining Wall, RRM Wall, Crash Barriers etc. including disposal of excess material from site with all leads and lifts complete in all respects as directed by Project-In-Charge.

Frequency – Pre Monsoon throughout the stretch and at specific locations as directed by Project-In-Charge.

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#### **4.2.9 Bridge maintenance and cleaning**

The service provider will do cleaning of joint expansion, drainage, cable tray etc. at every fortnightly

#### **4.2.10 Painting work**

The service provider will do the painting work as fencing, kerbs, bull nose and as per requirement.

#### **4.2.11 Safety during Service:**

The Service Provider shall, throughout the execution and completion of the Services, have full regard to the safety of all persons at the Site and keep the Site in an orderly state appropriate to the avoidance of danger to such person, establish and execute traffic diversion and traffic management in accordance with the safety requirements specified by relevant authority and the Concession Agreement. Safety procedures to be followed by the Service Provider shall be as per prevailing IRC Codes and Standards. However, the minimum quantities of safety material required will be as IRC:SP. The Service Provider shall prepare an emergency response plan for the performance of Service at the Site. The emergency response plan shall detail the Service Provider's procedures, including detailed communications arrangements, for dealing with all emergencies that could happen at the Site or affect the Site. This includes where applicable, injury, sickness, evacuation, fire, chemical spillage, severe weather and rescue.

**4.2.12** The Service Provider shall arrange for transportation of its labor for execution of the said works own their risks & cost

**4.2.13** The Service Provider shall train their staffs regularly, brief the staff at the beginning of every shift and ensure that the staffs are courteous and well behaved.

**4.2.14** The Service Provider shall provide all materials / consumables / tools & tackles / Equipment, if any and all other items incidental to work which are required execution of this Agreement.

### **4.3 Horticulture**

#### **4.3.1 Maintenance of Parks & Plants in Nursery:**

The service provider will maintain the "Clover parks, Noida parking, MVL parking, Haze parking at post-7 and Nursery at Noida office. The Service Provider shall also be responsible for trimming of trees on the road which cover the signages and lights.

#### **4.3.2 Watering:**

Watering of all plants/shrubs planted for aesthetical environmental purpose to keep them in healthy state throughout the Agreement Period. The service provider will arrange water tank for watering plants and parks. In the event the Service Provider fails to water the plants and keep them in healthy state, the Client may at its sole discretion hire another Service Provider or hire labour to water the plants. Any costs and expenses incurred in relation thereto shall be solely to the account of the Service Provider and shall be deducted

from the Service Fee or any other amount payable to the Service Provider.

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#### **4.4 Traffic & Security**

The service provider will provide the security and traffic control of the DND road and Offices. The security personnel will deploy on the DND road and offices and look after the incident, traffic, lights, fencing, guard rail, advertisement structured, DG sets and other More. They will co-ordinate with supervisor and CRO. The supervisor will look after the security personnel, DND road, properties and handle any incident and problems With the help of CRO. The CRO will look after accident, any incident, and break down of Vehicle and all issue occur on the road. Daily incident report, quarterly incident report or any others report prepared by CRO. The service provider will provide the vehicle for Patrolling and fuel for patrolling.

#### **4.5 Electric Work**

The service provider will maintain all electrical equipment of the company, it includes all street lights & Advertisement structures on the road, feeder pillars, electric panels, Transformers, DG Sets Servo, VCB, LT panel, HT panel, ACB, earth pits, Submersible pumps, Summer pump, WTP plant, RO plant, Lift, AC, cabling, electrical work of Noida office and MVL office, The service provider will arrange Liftmak to repair and replace of street lights. Company has existing manpower in this department and they will be deputed for said services.

4.5.1 DG –A check on daily basis

4.5.2 DG – B check once in a year

4.5.3 Servicing of Transformer/ Servo/ ACB/ BCB/ Electrical Pannel/ LT Panel/ HT Panel/ Earth Pit once in a year

4.5.4 Routine work consumables like connector, MCB, MCCB, Contactor, timer, LED lights, wire etc.

4.5.5 Repair & services of Submersible water motor, Submersible pump

#### **4.6 Civil work**

The service provider will repair pot holes (Diameter 100 mm and depth 25 mm classified as a pot holes), replacement of guard rail, fencing, U pile, and others repair work on the road. The service provider will arrange the material of all civil work. The service provider will repair embankment, kerb stone, drainage cover, drainage jail etc. whenever required. As discussed the size of pit hole to be mentioned that will be in scope of contractor- anything beyond that will be extra work.

4.6.1 Service of WTP plant, RO Plant

4.6.2 Plumbing work

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**5.1. COMPLIANCE WITH LAWS**

Each Party shall at all times and at its own expense

- (a) strictly comply with all applicable laws, rules, regulations and Government orders, now or hereafter in effect, relating to its performance of this Agreement;
- (b) pay all fees and other charges required by such laws, rules, regulations and orders; and
- (c) maintain in full force and effect all licenses, permits, authorizations, registrations and qualification from all applicable governmental departments and agencies to the extent necessary to perform its obligations hereunder.

**5.2. LABOUR LAWS**

The Bidder shall obtain all relevant labour registrations and comply with all relevant Indian labour Laws and local labour Laws applicable in the State of Uttar Pradesh/ National Capital Territory of Delhi applying to its employees. and shall duly pay and afford to them all their legal rights. Copies of the documents affirming such compliance shall be given to the Owner upon request. The Operator shall make all deductions of Tax at source and all contributions to the Payment of Gratuity, Provident Fund and Employees' Social Insurance Scheme as may be required by such Laws. The bidder shall require all employees to obey all applicable Laws concerning safety at work, The Operator shall ensure that all its Subcontractors strictly comply with all labour Laws and will be responsible for all compliances for self and all its sub contractors.

**5.3. SAFETY REGULATION**

- 5.3.1 In respect of all staff, directly or indirectly employed in the work for the performance of Contractor's part of this agreement, the Contractor shall at his own expense arrange for all the safety provisions as per safety codes of CPWD, Indian Standards Institution, the Electricity Act, and such other Acts as applicable.
- 5.3.2 The Contractor shall observe and abide by all fire and safety regulations. The Contractor's staff shall abide by the existing security and safety rules/ regulations/ precautions as per instruction issued to them from time to time by NTBCL. The Contractor and its staff may also be required to pledge secrecy and non-divulgence of the nature of the work of NTBCL that may prejudice the interests of NTBCL. Contractor shall also ensure to engage persons by him whose character and antecedents have been got verified by the contractor & police authorities and furnish a certificate, in a form and manner prescribed by NTBCL.
- 5.3.3 The Contractor undertakes to ensure due and complete compliance with all laws, regulation, rules etc. whether of the Central Government or the State Government or of any other competent authority applicable to the workmen employed or whose services are others wise availed of by the Contractor whether in connection with the construction work at the site or otherwise.
- 5.3.4 The NTBCL shall have the right to inspect the records maintained by the Contractor

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concerning such workmen from time to time and the Contractor shall whenever required by the NTBCL produce such records as the NTBCL may call upon the Contractor to produce for the NTBCL inspection in order to ascertain whether or not the requirements of all such laws, regulations, rules etc. have been complied with by the Contractor.

- 5.3.5 In the event of any contravention of such laws, regulations, rules etc. coming to light whether as a result of such inspection or to otherwise the NTBCL shall have the right to require the Contractor to effect such compliance within such time as the NTBCL prescribe in that behalf and in the event of the Contractor failing to effect such compliance within the time prescribed by the NTBCL then the NTBCL shall without prejudice to his other rights be entitled to withhold from the amount payable to the Contractor any amount payable to the workmen under any such laws, regulations or rules and to make payment thereof to the workmen. The NTBCL shall also have in that event the right to terminate the contract with immediate effect.

#### 5.4. **HOLIDAYS**

Definition of Holiday: Holidays, declared by NTBCL in a calendar year for UP. However, contractor will provide 24X7 services round the clock

#### 5.5. **PRICE ESCALATION:**

- 5.5.1 The contract price shall be deemed to be FIRM and valid for the entire duration of the contract and shall not be subject to any adjustment for performance of work and the contract.
- 5.5.2 However, any variation in minimum wages and corresponding variation in statutory component of wages will be reimbursed as mentioned below:
- 5.5.3 Any variation in minimum wages as notified by Govt of UP along with statutory payment like PF & EDLI, ESI, Bonus (as applicable) shall be compensated, subject to proof of making the enhanced payment to their workforce.
- 5.5.4 No overhead / contractor's profit will be applicable on the reimbursement on account of above variations.

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## 6 BID DOCUMENTS

### 6.1 Content of Bid Documents

- 6.1.1 The Bid should be furnished in the formats provided in the RFP, clearly providing the details for fulfilling eligibility criteria. The Tender Documents shall be signed by the Bidder's authorized signatory.
- 6.1.2 Bidders are required to deposit refundable Earnest Money Deposit along with their Bid in the form of demand draft in favour of "Noida Toll Bridge Company Ltd." payable at "Delhi". The Bids of the Bidders who fail to submit the Earnest Money Deposit on or before the specified date and time shall be summarily rejected.
- 6.1.3 The Bid shall be submitted by the Bidder in three parts:
- a) Part 1: The Earnest Money Deposit
  - b) Part 2: The Technical Bid including the details for fulfilling eligibility criteria, annexures and any other information sought as part of the Bid except the financial Bid and Earnest Money Deposit.
  - c) Part 3: Financial Bid as per Section 8 in the manner prescribed in this document.
- 6.1.4 The entire Bid shall be submitted by the Bidder on or before the date/time mentioned in the RFP/Tender Document. The offer of Bidder, who does not fulfil the eligibility criteria, shall be summarily rejected.

### 6.2 Clarification on Bid Document

- 6.2.1 A Bidder requiring any clarification of the Bid Document may request the Employer as per clause 1.6 of Section -1. The Employer will respond to request for clarification as per clause 1.6 of Section -1.
- 6.2.2 Any modification of the Bid Document listed in Clause 6.3 which may become necessary as a result of the clarification given to Bidders shall be made known by the Employer exclusively through the issue of an Addendum.

### 6.3 Amendment of Bid Document

- 6.3.1 Before the deadline for submission of bids, the Employer may modify the Bid Document by issuing addenda on [www.ntbcl.com](http://www.ntbcl.com)
- 6.3.2 Any addendum if issued by the Authorized Representative shall be part of the Bid Document. All such addenda shall become an integral part of the Bidding Document and it shall be incorporated in Bid prices and duly signed, stamped and submitted along with the Bid documents on. Bid shall be deemed to be incomplete if the addendum (addenda) is (are) not enclosed duly signed by the Bidder along with the Bid documents

#### **6.4 Language of the Bid**

All documents relating to the Bid shall be in the English language

#### **6.5 Documents to be submitted along with Bid**

6.5.1 The Bidders should furnish the bid document duly signed by the authorized signatory. The certificate from a reputed Chartered Accountant firm along with UDIN number certifying the turnover of the Bidder shall be provided by the Bidder.

6.5.2 The Bidder shall attach copies of the certified/audited annual balance sheet / financial statement for financial year on the basis of which it is meeting eligibility criteria. The financial statement shall reflect the financial condition of the Bidder, which should be duly audited/ certified by Chartered Accountant. Following documents should be furnished along with the BID:

- Annexure-1 (On Official letterhead of the Bidder)
- Annexure-2 (On Official letterhead of the Bidder)
- Annexure-3 (Power of Attorney for signing of bid)
- Annexure-4 (Auditor's certificate)
- Certificate of incorporation, copy of partnership deed in case of a partnership firm.
- Copy of PAN Card and GST Registration Certificate of the firm
- Copy of the complete Tender Document (Sections 1 to 8) and addendum/ corrigendum (if any) duly signed and stamped on each page by authorized representative of the Bidder as a token of acceptance of the tender terms and conditions.
- Affidavit from the Bidder that the Bidder is not involved in any litigation with the NTBCL.
- An undertaking shall be produced that No dispute is pending between any Authority/NHAI/ Government (state/union)/Govt. undertaking and the eligible Bidder. In case, there is any pending dispute with these departments, details of the same shall be provided.
- Transaction Receipt of BID security.
- Transaction Receipt of and cost of bid document

6.5.3 The Bidder shall submit the Bid which shall comprise scanned copies of documents as mentioned in clause 6.5.2 by the stipulated date and time:

#### **Cover-1**

##### **Envelope/Folder 'A' – 'Technical Proposal' shall contain:**

Bid document along with related documents can be downloaded from the website [www.ntbcl.com](http://www.ntbcl.com).

#### **Cover-2**

##### **Envelope/Folder 'B' – 'Financial Proposal'**

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The bidder shall quote its financial proposal in Cover-2 (Envelope-B). The Bidder shall quote the Contract Cost as per format given in Section-8. If there is a discrepancy between words and figures, the amount in words shall prevail

## **6.6 Bid Prices**

- 6.6.1 The Contract shall be for the Works as described in Scope of work, based on the quote submitted by the Bidder in Financial Proposal.
- 6.6.2 The Bidder shall quote item wise rate and total amount of the Works described in the Bill of Quantities in Annexure - 4. Any incidental item shall be deemed to be covered by the other rates and prices in the Bill of Quantities.
- 6.6.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.
- 6.6.4 The Contract Price shall not be subject to any adjustment in price in respect of rise or fall in the cost of labour, materials or any other matters affecting the cost of execution of the Contract,.

## **6.7 Currencies of Bid and Payment**

The unit rates and the prices of the BOQ are entirely in Indian Rupees, and payment shall be made in Indian Rupees

## **6.8 Bid Validity**

- 6.8.1 Bids shall remain valid for a period not less than one hundred and twenty (120) days after the deadline date for Bid submission. **A bid valid for a shorter period shall be rejected by the Employer as non-responsive.**
- 6.8.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the Bidders to extend the period of validity of their bid for a specified additional period. The request and the Bidders' responses shall be made in writing or by email. A Bidder may refuse the request without forfeiting his Bid security. A Bidder agreeing to the request will not be required or permitted to modify his Bid but will be required to extend the validity of his Bid security also for a period of the extension.

## **6.9 Bid Security**

- 6.9.1 The Bidder shall furnish, as part of his Bid, a Bid Security for an amount of Rs.10 Lakh through RTGS/DD only as per clause 1.5 of Section 1.
- 6.9.2 Any Bid not accompanied by an acceptable Bid Security shall be rejected by the Employer.
- 6.9.3 Bid security of the bidders except L1 & L2 shall be released immediately upon receipt of request by the bidder in original or through Email. Bid security of the L2 bidder shall be released after execution of contract agreement by the L1 bidder or 30 days of issuance of Letter of Acceptance (LOA) to L1 bidder or bid validity period whichever is earlier.
- 6.9.4 Bid security of the L1 bidder shall be released after submission of Performance Security and execution of contract agreement by the L1 bidder. The bid security of L1 bidder

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available in cash may be adjusted against performance security on request of L1 bidder.  
6.9.5 The Bid Security of the successful Bidder will be discharged when the Bidder has furnished the required Performance Security and signed the Agreement.

6.9.6 The Bid Security may be forfeited

- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
- (b) if the Bidder does not accept the correction of the Bid Price
- (c) in case of a successful Bidder, if the Bidder fails within the specified time limit to
  - (i) furnish the required Performance Security, and/or
  - (ii) sign the Contract Agreement.

## 6.10 Alternative Proposals by Bidders

Bidder may come with an alternative proposal in addition to the proposal as per bid document. However, the alternative proposal will be more for information purpose and company reserved its right to accept or reject such bid.

## 6.11 Sealing and Marking of Bids

6.11.1 The Bidder shall seal the original and copy of the Bid duly filled in separate envelopes as described in Sub Clause 6.11.2, duly marking the envelopes as "**ORIGINAL**" and "**COPY**". These envelopes (called as inner envelopes) shall then be put inside **one outer envelope**

In addition to that soft copy of above bid also to be sent as per clause 1.6 of section 1.

6.11.2 The **outer** and two **inner** (marked (I) and (II)) envelopes shall be

- a) Addressed to the Employer at the following address:

Noida Toll Bridge Company Limited  
Toll Plaza, DND Flyway, opposite sector-15A, Noida  
Gautam Budh Nagar UP

and

- b) bear the following identification on **Outer Single Envelope**: Providing Services for execution of Routine Operation & Maintenance Works, Cleaning, Horticulture Works and Traffic & Security.

6.11.3 In addition to the identification required in Sub Clause 6.11.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to Sub Clause 6.12.

6.11.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

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## **6.12 Deadline for Submission of the Bids**

6.12.1 *Completed Bids in Hard Copy &* Soft copy of bids must be received by the employer as per clause 1.6 of Section -1.

In the event of the specified date for the submission of hard copy of Bids being declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.

6.12.2 The Employer may extend the deadline for submission of Bids by issuing an amendment in accordance with Clause 6.3, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

## **6.13 Late Submission of Bids**

Any Bid received by the Employer after the deadline prescribed in Clause 6.12 will be returned unopened to the Bidder.

## **6.14 Modification and Withdrawal of Bids**

6.14.1 Bidders may modify or withdraw their Bids by giving notice in writing before the deadline prescribed in Clause 18.

6.14.2 Each Bidder's modification or withdrawal notice shall be prepared & delivered in accordance with Clauses 6.11, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.

6.14.3 No Bid may be modified after the deadline for submission of Bids.

6.14.4 Withdrawal or modification of a Bid between the deadline for submission of Bids and the expiration of the original period of Bid validity specified in Clause 6.11 or as extended pursuant to Clause 14.2 may result in the forfeiture of the Bid security pursuant to Clause 6.3.

6.14.5 Bidders may offer discount or modify the prices of their Bids only by submitting Bid modifications in accordance with this clause or included in the original Bid submission.

## 7 BID OPENING AND EVALUATION

### 7.1 Opening and Evaluation of Bids:

#### 7.1.1 Tender Opening

- Bids shall be opened by the tender opening committee on due date and time of tender opening. Responsiveness of Bids submitted by all the Bidders shall be first examined with respect to Bid application, earnest money and tender fee, immediately after opening of the Bids. Technical Bids of those Bidders who have not submitted Earnest Money Deposit and copy of the payment receipt for purchase of Bid documents shall not be opened. Tender which is accompanied by an unacceptable, inadequate or fraudulent Earnest Money Deposit shall be considered as non-compliant and shall be rejected.
- The Tender of any Bidder who has not complied with one or more of the foregoing instructions may not be considered. On opening of the Tender, it will be checked if they contain Technical & Financial Bids. Technical Bids of the Bidders not containing financial Bids shall not be opened.
- To facilitate evaluation of Bids, the Employer may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid. The Tender committee may ask for the pending documents for technical qualification in order to have more competitive bids in a prescribed time frame and such documents have to be submitted by the bidder
- Correction of Errors; Bids determined to be substantially responsive will be checked and considered by the Employer for any discrepancy as follows:  
“Where there is any discrepancy between the amounts in figures and in words, the amount in figures entered in the BOQ shall prevail.”

#### 7.1.2 Technical Bid Evaluation

The Technical Bids of all the Bidders shall be opened on the nominated date. Technical Bids of all the responsive Bids shall be evaluated as per criteria given in clause 1.7 of Section 1. The financial Bids will be opened on a subsequent date after evaluation of technical Bids. Financial Bids of only those Bidders, whose submissions are found substantially responsive and technically compliant, will be opened. The time of opening of financial Bids shall be informed separately to only those bidders who have qualified during Pre- Qualification and technical evaluation.

#### 7.1.3 Financial Bid Opening/Evaluation:

- i. Financial Bids of only the technically qualified bidders shall be opened.
- ii. Quality and Cost based selection (QCBS) system will be followed as under;

S.NO.	Conditions	Max
A.	Technical Score	
a)	Average Annual turnover from O&M of Road/ Project Management of Highway/ Expressway/ other Facility	50

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	Management during the last 3 Financial Year , i.e. FY 21, FY 22, FY 23 Minimum 5 Cr. = 35 marks + 5 marks for every 1 Cr in addition to 5 Cr. (Max marks = 50)	
b)	Experience on similar work(s) i.e. O&M of Road/ Project Management of Highway/ Expressway/ other Facility Management during last 5 years with details including year wise monetary value, Clients, and proof of satisfactory completion of works. Minimum 1 Crore = 35 marks + 5 marks for every 50 Lakhs in addition to 1 Crore (Max marks = 50)	50
	<b>Maximum Technical Marks</b>	100
<b>B.</b>	<b>Financial Score</b>	
	The lowest bidder shall be assigned a financial score of 100 points and the other bidders shall be assigned financial score in proportion to the Lowest bidder.	
	<b>Weight</b>	
	Between Technical & Financial would be 30:70	

- iii. Bidders shall be ranked L-1, L-2, L-3 etc. in increasing order of their technical & financial Score. The ranking criteria will be that the bidder quoting lowest cost for repair & maintenance work of Delhi Noida Direct Flyway will be designated as L-1, and the Bidder quoting second lowest cost for repair & maintenance work of Delhi Noida Direct Flyway will be designated as L-2, and so on. However in the event that two or more Bidders quoting exactly the same Bid amount (“Tie-Bidders”), then NTBCL may identify the selected bidder (L-1) by obtaining spontaneous Bids in sealed cover from all the Tie-Bidders, which must be lower than their original quoted Cost in the presence of representative of Tie- Bidders, and decision of NTBCL in this regard shall be binding on all the Parties /Bidders.

## 7.2. Process to be Confidential

Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced.

## 7.3 Clarification of Bids

- 7.3.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of all the bid rates. The request for clarification and the response shall be in writing or by email, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids. In case any Bidder refuses to furnish any clarification sought by the Employer, which may affect his Bid Price, then his bid shall be liable to be treated as non-responsive.

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7.3.2 Subject to Sub Clause 7.3.1, no Bidder shall contact the Employer/its representatives on any matter relating to the Bid from the time of the bid opening to the time the contract is awarded.

7.3.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's Bid.

#### **7.4. Examination of Bids and Determination of Responsiveness**

7.4.1 During the detailed evaluation of Bids, the Employer will determine whether each Bid

(a) meets the eligibility criteria defined in Clauses 1.7 of Section 1;

(b) has been properly signed;

(c) is accompanied by the required securities; and

(d) is substantially responsive to the requirements of the Bid Document.

7.4.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bid Document, without material deviation or reservation. A material deviation or reservation is one

(a) which affects in any substantial way the scope, quality, or performance of the Works;

(b) which limits in any substantial way, inconsistent with the Bid Document, the Employer's rights or the Bidder's obligations under the Contract; or

(c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

7.4.3 If a Bid is not substantially responsive, it will be rejected by the Employer and shall not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

7.4.4 The financial proposal of only those bidders will be opened by the Employer whose technical proposal have been determine substantially responsive under clause 7.4 as stated here in above.

#### **7.5. Correction of Errors**

7.5.1 Bids determined to be substantially responsive will be checked by the Employer/Authorized Representative for any arithmetic errors. Errors will be corrected by the Employer/Authorized Representative as follows:

(a) where there is a discrepancy between the rates in figures and in words, the rate in figures will govern; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

(c) in case different rates are furnished in different sections of the Bill of Quantities for the same item, then the lowest rate for the item shall prevail for all the places where the item is appearing.

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7.5.2 The amount stated in the Bid will be corrected by the Employer/Authorized Representative in accordance with the above procedure for the Correction of Errors and, with the concurrence of the Bidder. Such adjusted Bid Price shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected and the Bid Security may be forfeited in accordance with Clause 16.

## **7.6. Evaluation and Comparison of Bids**

7.6.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 7.4.

7.6.2 In evaluating the Bids, the Employer/Authorized Representative will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- (a) making any correction for errors pursuant to Clause 7.5; or
- (b) making an appropriate adjustment for any other acceptable variations, deviations; and
- (c) making appropriate adjustments to reflect discounts or other price modifications offered by the Bidder.

7.6.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Bid Document or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.

## **7.7. Award Criteria**

7.7.1 Subject to clause 7.8, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bid Document and who has got highest Final Score in accordance with clause 7.1.3.

7.7.2 NTBCL has invited bids for **Providing Services for Execution of Routine Operation & Maintenance, Cleaning, Horticulture Work & Traffic & Security on Delhi Noida Direct Flyway.**

## **7.8. Employer's Right to accept any Bid and to reject any or all Bids**

Notwithstanding Clause 7.1, the Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

## **7.9. Notification of Award and Signing of Agreement**

7.9.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by email or facsimile or confirmed by registered letter.

- 7.9.2 The notification of award will signify the intention of the Employer to enter into a contract, subject to the furnishing of a Performance Security by the Bidder in accordance with the provisions of Clause 7.10.
- 7.9.3 The Agreement will incorporate all clarifications sought and submitted, and all agreements between the Employer and the successful Bidder. It will be signed by the Employer and kept ready in his office for signatures of the successful Bidder within 28 days following the issue of the Letter of Acceptance.
- 7.9.4 Upon furnishing of the Performance Security by the successful Bidder, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and refund their bid security.

#### **7.10. Performance Security**

- 7.10.1 Within 7 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the form of DD/FDR/TDR issued from a Nationalized/Scheduled bank, in accordance with clause 1.5 of section 1.

If, performance security is not submitted within the prescribed time then penalty of Rs. 1,000 per day shall be levied on the successful tenderer upto 30 days (penalty period) beyond specified time of 7 days. If the performance security is not submitted within 60 days beyond specified time, Director/Manager, NTBCL reserves the right to accept the performance security in case of further delay with penalty of Rs 2,000 per day beyond 30 days thereafter.

The performance security may also be accepted through Electronic mode of payment like RTGS/NEFT/Inter Bank Transfer in the name of NTBCL.

- 7.10.2 Failure of the successful Bidder to comply with the requirements of Sub Clause 7.10.1 shall constitute sufficient grounds for cancellation, cause for annulment of the award, forfeiture of the Bid Security and any such other remedy the Employer may take under the Contract, and the Employer may resort to awarding the Contract to any other evaluated Bidder.

#### **7.11. Corrupt or Fraudulent Practices**

The Employer requires that the Bidders/Contractors, observe the highest standard of ethics during the procurement and execution of the Contracts. In pursuance of this policy, the Employer:

- (a) defines, for the purposes of this provision, the terms set forth below:
- (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of Employer/its representatives in the procurement process or in contract execution;
  - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish Bid Prices at artificial non-competitive

levels and to deprive the Employer of the benefits of free and open competition;

- (iii) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of the Contract.
- (b) will reject a proposal for award if the Employer determines that the Bidder recommended for award has engaged in corrupt, fraudulent or coercive practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, if the Employer at any time determines that the firm has engaged in corrupt, fraudulent or coercive practices in competing for, or in executing, contracts.

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8 ANNEXURES

Noida Toll Bridge Co. Ltd.  
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**Annexure-1 : Letter of Application and Interest**

(To be submitted signed by the Authorized Signatory on Letter Head of the Bidder)

To

Executive Director  
Noida Toll Bridge Company Ltd.,  
**Ground Floor, Toll Plaza,  
DND Flyway, Noida, India**

**Sub:- Request for Proposal for Providing Services for Execution of Routine Operation and Maintenance Works, Cleaning Horticulture Works, and Traffic and Security on DND Flyway.**

Sir,

1. We \_\_\_\_\_ (the Bidder) are hereby submitting our bid for Providing Services for Execution of Routine Operation and Maintenance Works, Cleaning Horticulture Works, and Traffic and Security on DND Flyway as per Annexure-4 of Request for Proposal dated [\_\_\_\_\_, 2023] (RFP) and agree to abide by the terms and conditions governing the same.
2. We are satisfied with the locations of the advertisement areas and fully understand and comprehend the requirements of the RFP and applicable laws. We are also fully satisfied as to the business viability and shall not claim any compensation, dues or any other consideration whatsoever on this account.
3. We have attached the RFP herewith along with all annexures duly filled, signed and stamped on each page as token of my/our voluntary and unequivocal acceptance.
4. We confirm that our bid is unconditional and no changes, whatsoever, have been made by us in the RFP except filling out requisite details in the Annexures/bid formats. NTBCL may reject the bid outright in case it is found at any time that the RFP has been tampered with/modified/alterd in any manner or any wrong or incomplete information has been provided.
5. We confirm that NTBCL has the right to cancel the Contract Agreement if executed, forfeiting all amounts/security and also take necessary legal action in case of any non-compliance of the terms of the RFP or contents of this undertaking. We voluntarily and unequivocally agree not to seek any claim, compensation, damages or any other consideration whatsoever, under such circumstances.
6. We are aware that NTBCL shall evaluate the bids as per its internal guidelines, in consultation with the management, Board of Directors and consultants/advisors and it is NTBCL's sole prerogative to choose the successful bidder or cancel/annul the bidding and we shall abide by the decision made by NTBCL in this regard without demur.
7. We hereby declare that we have not been banned by any Authority any other state department/public or private undertaking for participating in their tenders and undertake that if any such development takes place prior to issue of Letter of Award (LoA) or

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afterwards, we shall keep NTBCL informed of the same. We acknowledge that under such circumstance, NTBCL shall have the right to terminate the contract forthwith or continue the contract with amended provisions. [In case the Bidder is banned and the same is under litigation, Bidder to furnish details of the same]

8. We hereby declare that we do not have any outstanding dues with any Contractor/authority (if there are out-standings, bidder to provide details and reasons for the same. If selected, the Bidder shall be asked to submit confirmation of “no dues”/”satisfactory performance”)
9. If we are selected as the successful bidder we agree,
  - a. to submit A copy of the Letter of Award (LoA) signed by us as a token of unconditional acceptance.
  - b. to submit the Performance Security in the form and of such amount as per the terms of RFP
  - c. to sign the Contract Agreement within the prescribed time or on date as indicated by the authorized representative of NTBCL, failing which, NTBCL may forfeit all payments and enforce the Performance Security, cancel and issue the LoA to alternate party. We hereby voluntarily and unequivocally agree not to seek any claim, compensation, damages or any other consideration whatsoever on account of such forfeiture and also agree not to enter into any correspondence on this account.
  - d. that the cost of stamp duty for execution of Contract Agreement, registration charges and any other related legal documentation charges/incidental charges shall be borne by us.
  - e. that GST and other taxes as applicable from time to time shall also be paid by us.
  - f. not to seek any claim or compensation from NTBCL if certain advertisements are not permitted due to local laws/civil authorities / outdoor advertising policies of municipal authorities /Court directions. The maintenance cost of all advertisements will be borne by us.

Signature\_\_\_\_\_

Name of the Authorized Signatory with rubber stamp

Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

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## Annexures-2: Information of the Bidder

- (a) Name of the Bidder :  
(b) Country of Incorporation (in case of Firm) :  
(c) Address of the corporate headquarters :  
and its: - branch office(s), if any, in India  
(d) Details of individual(s) who will serve as the point of contact/communication for NTBCL within the Company:  
(a) Name :  
(b) Designation :  
(c) Company :  
(d) Address :  
Telephone/Mobile  
(e) Number :  
(f) E-Mail Address :

2. Information about current Contract Agreement related to providing Routine Operation and Maintenance Works, Cleaning Horticulture Works, and Traffic and Security (Largest 5 contracts)

Name of Granter/ Counter party	Year of Agreement	Duration of Contract	Mode of Allotment	Aggregate Contract costfor current year	Total Area
(a)					
(b)					
(c)					
(d)					
(e)					

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3. List of Contract expired/terminated in last 5 years

Name of Granter/ Counter party	Year of Agreement	Duration of Contract	Reason for termination	No dues certificate available/can be obtained (yes/no)

4. Please provide list of litigation/arbitration currently ongoing or concluded with licensors/media owners in the last 5 years

Counter Party Name	Year of Initiation	Initiated by	Current Status	Disputed Amount

Signed

(Name of the Authorized Signatory)

Place :

Date :

Annexures-3: Format for Power of Attorney

**FORMAT OF POWER OF ATTORNEY FOR SIGNING OF BID** (By a company/partnership firm/LLP to its authorized signatory)

Know all men by these presents, we.....(name of the company/ firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid in response to the **Request for Providing Services for Execution of Routine Operation and Maintenance Works, Cleaning Horticulture Works, and Traffic and Security on DND Flyway dated [\_\_\_\_\_2023]** (“RFP”) issued by **Noida Toll Bridge Company Limited** (the “NTCBL”) including but not limited to signing and submission of all bids and other documents and writings, participate in pre-bid and other conferences and providing information/ responses to NTBCL, representing us in all matters before the NTBCL, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with NTBCL in all matters in connection with or relating to or arising out of our bid in response to the RFP and/ or upon award thereof to us and/or till the entering into of the Contract Agreement with NTBCL.

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

IN WITNESS WHEREOF WE,....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF .....2023.

For .....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

.....  
(Signature)

(Name, Title and Address of the Attorney)

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Note: -

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- \*\* It should be on non-judicial stamp paper of at least Rs. 100/- duly notarized with supported by copy of Board of Resolution passed for this purpose only in case of company.

Annexure -4: Bill Of Quantities(BOQ)

**Table 1: Service Fees and Required Routine Maintenance Activities to be Executed**

**Project Name:- Delhi Noida Direct Flyway**

Sr. No.	Item Description	Unit	Rate/Km /Month (₹)	Project Km	Amount/ Month ₹
a	<p><b>Median Maintenance:</b> Trimming of plants/shrubs and removal of other unwanted vegetation/ grass using grass/brush cutters/ hedge trimmers in the median, shoulder interchanges, toll plazas, truck lay bye and at other facilities of the Site along with cleaning of carriageway, disposal of branches/undesirable vegetation/debris including supplying and spreading manure, pesticides and insecticides as and when required as per Site conditions and as directed by Project-In-Charge or his representative as required by IRC :SP:21-2009. All cut vegetation and debris shall be disposed of at designated locations with such procedures so as not to create environment hazard. The service provider arrange his on Tractor and trolley for the disposal of all malba Trimming and shaping of hedges and trees are also within the scope of the Service Provider.</p>	Km		8.00	
b	<p><b>Roadside Maintenance:</b> General cleaning and disposal of branches/undesirable vegetation/ debris from roadside (from outer edge of Main Carriageway upto Row) as directed by Project In-Charge with all leads and lifts complete. All cut vegetation and debris shall be disposed of at designated locations with such procedures so as not to create</p>				
c	<p><b>Maintenance of Existing plants (median + avenue):</b> The service provider will maintain the “Clover parks, Noida parking, MVL parking, Haze parking at post-7 and Nursery at Noida office. The Service Provider shall also be responsible for trimming of trees on the road which cover the signages and lights.</p>				
d	<p><b>Watering:</b> Watering of all plants/shrubs planted for</p>				

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Sr. No.	Item Description	Unit	Rate/Km /Month (₹)	Project Km	Amount/ Month ₹
	<p>aesthetical environmental purpose to keep them in healthy state throughout the Agreement Period. The service provider will arrange water tank for watering plants and parks. In the event the Service Provider fails to water the plants and keep them in healthy state, the Client may at its sole discretion hire another Service Provider or hire labour to water the plants. Any costs and expenses incurred in relation thereto shall be solely to the account of the Service Provider and shall be deducted from the Service Fee or any other amount payable to the Service Provider.</p> <p>Frequency of watering – As per IRC: SP: 21-2009.</p>				
e	<p><b>Cleaning of Road Furniture (Delineators, Signboards, Crash Barrier, PGR etc.):</b> Cleaning of Road furniture in medians, Road side and service roads; as directed by Project-In-Charge at least once in a month.</p>				
f	<p><b>Cleaning of Road :</b> Surface cleaning of main carriageway along with paved shoulder and service roads, bus laybys / truck laybys, preferably by mechanical means along with disposal of debris from Site as directed by Project-In-Charge with all leads and lifts complete. Also wet cleaning of kerbs should be carried out at least once in two months.</p>				
g	<p><b>Cleaning of Toilet Blocks:</b> Toilet Blocks shall be kept in clean and usable condition throughout the day. The Service Provider shall provide at least one sweeper for 9 AM to 5 PM for PC-1, PC-2 and PC-3 the Service Provider shall provide all such materials/consumables which are required to keep the toilet block neat and clean. The responsibility of the material available in the toilet blocks will be of the Service Provider against theft and breakage.</p>				
h	<p><b>Cleaning of Drains:</b> Cleaning of roadside drains wherever required including lined/unlined drains, median and embankment chutes, including disposal of sediments, excess material from site with all leads and lifts complete in all respect as</p>				

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Sr. No.	Item Description	Unit	Rate/Km /Month (₹)	Project Km	Amount/ Month ₹
	directed by the Project-In-Charge. Frequency – Drain must be cleaned prior to Monsoon and as required during Monsoon in order to avoid choking of drains leading to stagnation of water on project highway.				
i	<b>Cleaning of Toll Plaza, Booths and Admin &amp; Other Building:</b> Carrying out cleaning of toll plaza premises, ,NTBCL,Maintenace and MVL building premises, toll booth and toll lanes including wet cleaning of road furniture, kerbs and bull nose in toll plazas. The service provider will provide the pest control and rodent in the Noida office once in a month.				
j	<b>Cleaning of Waterway of Structures / Culverts &amp; Structures:</b> Desilting, cleaning of culverts (box, slab & pipe), bridges, flyovers, Crash Barriers etc. including disposal of excess material from site with all leads and lifts complete in all respects as directed by Project-In-Charge. Frequency – Pre Monsoon throughout the stretch and at specific locations as directed by Project-In-Charge.				
k	<b>Safety during Service:</b> The Service Provider shall, throughout the execution and completion of the Services, have full regard to the safety of all persons at the Site and keep the Site in an orderly state appropriate to the avoidance of danger to such person, establish and execute traffic diversion and traffic management in accordance with the safety requirements specified by relevant authority and the Concession Agreement. Safety procedures to be followed by the Service Provider shall be as per prevailing IRC Codes and Standards. However, the minimum quantities of safety material required will be as IRC:SP:55-2014. The Service Provider shall prepare an emergency response plan for the performance of Service at the Site. The emergency response plan shall detail the Service Provider's procedures, including detailed communications arrangements, for dealing with all emergencies that could happen				

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Sr. No.	Item Description	Unit	Rate/Km /Month (₹)	Project Km	Amount/ Month ₹
	<p>at the Site or affect the Site. This includes where applicable, injury, sickness, evacuation, fire, chemical spillage, severe weather, and rescue. The Service Provider shall arrange for transportation of its labor for execution of the said works own their risks &amp; cost</p> <p>The Service Provider shall train their staffs regularly, brief the staff at the beginning of every shift and ensure that the staffs are courteous and well behaved.</p> <p>The Service Provider shall provide all materials / consumables / tools &amp; tackles / Equipment, if any and all other items incidental to work which are required execution of this Agreement.</p>				
1	<p><b>Electrical Work</b></p> <p>The service provider will maintain all electrical equipment of the company, it includes all street lights &amp; Advertisement structures on the road, feeder pillars, electric panels, Transformers, DG Sets Servo, VCB, LT panel, HT panel, ACB, earth pits, Submersible pumps, Summer pump, WTP plant, RO plant, Lift, AC, cabling, electrical work of Noida office and MVL office, The service provider will arrange Liftmak to repair and replace of street lights.</p>				
m	<p><b>Traffic &amp; Security</b></p> <p>The service provider will provide the security and traffic control of the DND personnel will deployed on the DND road and offices and look after the incident ,traffic , lights, fencing ,guard rail, advertisement structured DG sets and other More. They will co-ordinate with supervisor and CRO. The supervisor will look after The security personnel, DND road, properties and handle the any incident and problems With the help of CRO. The CRO will look after accident, any incident, and break down of Vehicle and all issue occur on the road. Daily incident report, quarterly incident report or any others report prepared by CRO. The service provider will provide the vehicle for Patrolling and fuel for patrolling. Road and Offices.</p>				
n	<p><b>Civil work</b></p>				

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Sr. No.	Item Description	Unit	Rate/Km /Month (₹)	Project Km	Amount/ Month ₹
	The service provider will repair pot holes, replacement of guard rail, fencing, U pile, and others repair work on the road. The service provider will arrange the material of all civil work. The service provider will repair embankment, kerb stone, drainage cover, drainage jail etc. whenever required				
o	<b>Bridge maintenance and cleaning</b> The service provider will do cleaning of joint expansion, drainage, cable tray etc. at every fortnightly.				
p	<b>Painting work</b> The service provider will do the painting work as fencing, kerbs, bull nose and as per requirement				

**Table – 2:- Minimum Resources Proposed by the Service Provider**

**Project Name: -**

Sr. No.	Particular	Unit	Qty	Type/Make / Model with Capacity	Remarks
1	Labour	No.	12	Unskilled	
2	Supervisors	No.	2	skilled	
3	Security Guards	No.	30		
4	Gardener	No.	2		
5	Mason	No.	1		
6	Office Assistant	No.	3		
7	Electrician	No.	4		
8	Assistant Electrician	No.	2		
9	CRO	No.	4		
10	Painter	No.	2		
11	House Keeping	No.	1		
12	Driver	No.	3		
13	Tractor & Trolley	No.		Mahendra & Mahendra 60 HP	

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14	Brush Cutter	No.		Makita- 1000 W/7500 RPM/230 V/50-60 Hz frequency	
15	Hedge Trimmer	No.		Makita-550W, Bled length-26-30 inch,/ 1600SPM/ dimension 1042X223X206mm	
16	Water Tanker with Capacity	No.		10000 Ltr.	
17	Liftmak	No.		Competent for work	
18	Tractor Mounted Broomer	No.		N/A	
9	Other Resources				

**Notes:-**

1. The service provider shall deploy manpower (labour, supervisor) / material / machinery / equipment / vehicles / tools & tackles and any other items in sync with Scope of Work defined above for effective implementation, monitoring & reporting of work. Mention minimum manpower and equipment to be deployed in Table 2 appended herewith..
2. Service Provider shall nominate person responsible for day to day coordination / communication of the work with Client.
3. The Client shall not provide any manpower (labour, supervisor) / material / machinery / equipment / tools & tackles etc. available at its disposal for execution of work as define above.

**Service Fee (Monthly): Project Name: - \_ Routine Operation and Maintenance Works, Cleaning Horticulture Works, and Traffic and Security.**

\_\_\_\_\_ From chainage Km \_\_\_\_ to Km \_\_\_\_  
**Rupees \_\_\_\_\_ Only (Exclusive of GST)**

<b>B) Labour Only Charges for Execution of other Periodic Maintenance Work</b>			
<b>Sr. No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Labour Rate (₹)</b>
1	Applying two coats of enamel / water based paint over a primer coat on concrete surface (Kerb / Crash Barrier / Separator) as directed by the Engineer.	Sqm	
2	Repair of damaged kerb as per direction of Engineer	Rmt	
3	Removal and / or erection of new metal beam crash barrier as directed by the Engineer	Rmt	
4	Dismantling of Existing RCC Crash Barrier/ Head Wall/ Parapet Wall	Rmt	
5	Fixing of pedestrian guard rail (PGR) after removing existing (PGR) as per direction of the Engineer	Rmt	

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<b>B) Labour Only Charges for Execution of other Periodic Maintenance Work</b>			
<b>Sr. No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Labour Rate (₹)</b>
6	Fixing of various type of Stone i.e. 5 <sup>th</sup> KM, Km, Boundary, Hectometre etc.	No.	
7	Fixing of Traffic Signs	No.	
8	Fixing of Road Studs	No.	
9	Patch Work using Hotmix / Cold Mix Material	Sqm	
10	Repair of Shoulder/Shoulder Maintenance/Filling of Rain Cut	Sqm	
11	Applying Thermoplastic Paint with Drop on Glass Beads for Execution of Pavement Marking as per Technical Specification MoRTH Clause 803, IRC 35:2015 & Other Applicable Codal Provisions and as directed by Project In-Charge. – <i>All machinery in scope of Labour Contractor</i>	Sqm	
12	Median Plantation	No.	
13	Avenue Plantation	No.	
14	Repair of Footpath	Sqm	
15	Repair of Concrete Crash Barrier / Parapet Wall / Separator	Rmt	
16	Repair of Random Rubble Masonry Stone	Rmt	
17	Supply of Extra Unskilled Labour	No.	
18	Supply of Extra Semi-skilled Labour	No.	
<b>C) Incident Management</b>			
<b>Sr. No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Rate / Month (₹)</b>
19	Providing Route Patrol Vehicle for 24x7, 365 Days with RPO, Helper etc. for round the clock Patrolling of Project Corridor as per the Provision of the Concession Agreement incl. O&M of RPV, Service, Driver, Fuel all inclusive	Per Month	
20	Providing Ambulance for 24x7, 365 Days with Driver, Paramedical Officer & Helper etc. having response time of less than or equal to 30 minutes as per the Provision of the Concession Agreement incl. O&M of Ambulance, Service, Driver, Fuel all inclusive/ In case of accidents Noida / New Delhi police is called by control room in charge. Police PCR in turn call for ambulance as and when required. In the cases of serious accidents / emergency we immediately shift the user to the nearest hospital with simultaneous information to PCR.	Per Month	
21	Providing Crane for 24x7, 365 Days with Driver/ Crane Operator, Helper etc. for removal of damaged vehicle blocking the traffic at Project Corridor as per the Provision of the Concession Agreement incl. O&M of Crane, Service, & Fuel all inclusive ./ All the Guards placed at various locations have the contact number of tow away vehicle contractor. Control room also has contact details.	Per Month	

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Note:-

1. The service provider shall provide rate for supply of manpower for execution of said items of work. Material shall be supplied by Client.
2. Minor Tools & Tackles like Spade, Chisel, Welding Machine, Brush, Broom etc. which are required for execution of above works shall be provided by the Service Provider.
3. Personal Protective Equipment (PPE) like Safety Jackets, Safety Shoes, Gloves, Safety Helmets, Goggles, Mask, etc. shall be provided by the Service Provider.
4. Service provider shall maintain and provide detailed record of material consumed while execution of above work and provide this report to supervisor of the Client at the end of day's work without fail

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