



**INDORE SMART CITY DEVELOPMENT LTD**

107-109, Palika Plaza, Phase- II MTH Compound, Indore  
Ph no.0731-2535572, E-mail .smartcityindore16@gmail.com

**Tender Notice No.: NIT No.83/ISCDL/16-17 Dated: 22.03.2017**

**Tender for**  
**Supply Erection and Commissioning of Transfer Station Equipments,**  
**2 No. mobile compactor Containers 16 cum capacity**  
**and**  
**1 No. Hook Loader with vehicle**

**Chief Executive Officer**  
**Indore Smart City Development Ltd.**

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NIT No. 83/ISCDL/16-17

Date:22.03.2017

**TENDER NOTICE**

Online bids are invited for Supply Erection & Commissioning of following Transfer Station Equipments. Tender forms may be purchased online by the bidders, fulfilling eligibility criteria as per RFP document.

Package	Name of Work	Probable Amount of Contract (Rs.)	Cost of Tender form (Rs.)	Earnest money Deposit (Rs.)	Time allowed for Completion
1.	5 No. Static Compactor System with Loading Mechanism, i/c 15 No. Detachable Containers (20 cum. Capacity) and 5 No. Hook Loader with vehicle	5.00 Crore	20,000/-	5,00,000	3 Month
2.	<b>2 No. Mobile Compactor Containers (16 cum capacity) and 1 No. Hook Loader with Vehicle.</b>	87.50 Lakh	10,000.00	87,500	3 Month

Important Dates for Tender processing is as under:-

Important Dates for Tender processing is as under:-

1. Pre bid Meeting : 03.04.2017 On 1500 Hrs.
2. Last date for Purchase of Tender : 21.04.2017 till 1730 Hrs.
3. Last date for Submission of Tender (Online) : 22.04.2017 till 1730 Hrs.
4. Last date for Submission of Hard Copy of Technical bid and Earnest Money. : 24.04.2017 till 1500 Hrs.

5. Earnest Money and Technical bid will be opened online at 1600 Hrs. on 24.04.2017. Tender document and other details shall be available On: Website [www.mpeproc.gov.in](http://www.mpeproc.gov.in)

6. Earnest money to be deposited in the form of DD/FDR in Favor of Executive Director, ISCDL, Indore.

**Chief Executive Officer  
Indore Smart City Development Ltd.**

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## Section 1- Instruction To Bidders

### A. Introduction

The Municipal Corporation of Indore is among the largest municipal bodies in the Madhya Pradesh providing civic services. Indore, the premier city of Madhya Pradesh and Divisional Head Quarter, is situated almost centrally on the fertile Malwa plateau with its cardinal points 22° 43' N latitude and 76° 42' E longitude with an altitude of 550m above mean sea level. Indore City has population of about 22.00 Lakhs (as per census 2011) and with an area of about 275 Sq. Km. The city is developing at a rapid pace.

City is divided into 85 wards. These wards have been clubbed under 19 zones. Indore is shortlisted by the Ministry of Urban Development as one of the 100 cities under Smart City Mission. The project aims to emphasize development in various sectors including Governance, Transportation, Energy & Waste Management, Water Management, Finance, Health & Education, Infrastructure and Heritage. Indore has taken Solid Waste Management as Pan city initiative.

ISCDL is keen on substantially improving the quality of service delivery of Municipal waste management activities in the ISCDL area and wishes to develop a transfer station. The Commissioner, Municipal Corporation, Indore has invited online bids for Supply, Erection and Commissioning of Transfer Station Equipments - 2 No. mobile compactor Containers 16cum capacity and 1 No. Hook Loader with Vehicle

#### The location of transfer station is proposed at

##### 1. Near Sanghi Automobiles, Manormaganj Indore

The objectives of establishment of this transfer station is

- To comply with Solid Waste Management Rules, 2016.
- To improve the existing standards of public health and environmental quality by establishing efficient mechanism for collection and transportation of Municipal Solid Waste.
- Ensure clean and hygienic collection and transportation system of Municipal Solid Waste.
- Improve productivity of man, materials and equipment
- Less requirement of space as compared to conventional static transfer stations

## **B. Contents Of Bidding Document**

### **1. Scope of Bid**

1.1 In support of the Invitation for Bids indicated in the Bid Data Sheet, ISCDL has issued this online Bidding Document for

for Supply Erection and Commissioning of Transfer Station Equipments - 2 No. mobile compactor Containers 16 cum capacity and 1 No. Hook Loader with Vehicle

**The location of transfer station is proposed at**

#### **1. Near Sanghi Automobiles, Manormaganj Indore**

1.2 Throughout this Bidding Document:

The term "in writing" means communicated in written form with proof of receipt. If the context so requires, singular means plural and vice versa; and "Day" means calendar day.

### **2. Payments**

2.1 Payments by the ISCDL will be made in accordance with the terms and conditions of the agreement between the supplier and the ISCDL, and will be subjected in all respects to the terms and conditions of the Agreement. No party other than the supplier shall derive any rights from the Agreement.

### **3. Corrupt Practices**

3.1 The ISCDL's Anticorruption Policy requires that bidders, suppliers, and contractors under ISCDL contacts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of the policy, the ISCDL:

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

"Corrupt practice," means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract;

"Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

"Collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrowers, designed to influence the action of any party in a procurement process or the execution of a contract;

"Coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.

(b) Will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and

(c) Will sanction a party or its successor, including declaring ineligible, either indefinitely or for stated period of time to participate in ISCDL tender activities if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, an ISCDL contract.

#### **4. Eligible Bidders**

4.1 A Bidder must be manufacturer or authorized dealer of the company manufacturing transfer station vehicle and equipments .

4.2 ISCDL considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under ISCDL's Anticorruption Policy. In pursuance of ISCDL's Anticorruption Policy's requirement that bidders, suppliers, and contractors observe the highest standard of ethics. ISCDL will take appropriate actions, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all Bidders found to have a conflict of interest shall be disqualified.' A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:

- Have controlling shareholders in common; or
- Receive or have received any direct or indirect subsidy from any of them; or
- Have the same legal representative for purposes of this Bid; or
- Have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of ISCDL regarding this bidding process; or
- A Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or
- A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid".



## **5. Eligible Goods and Related Services**

5.1 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, vehicles etc ; and "related services" includes services such as transit insurance, installation, training (one operator and one driver for three months for training ISCDL/IMC staff) , and initial maintenance.

5.2 If a Bidder that does not manufacture or produce the Goods it offers to supply, he shall submit the Manufacturer's Authorization to demonstrate that he has been duly authorized by the manufacturer or producer of the Goods to supply these Goods.

## **6. Clarification of Bidding Document**

6.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact ISCDL in writing at ISCDL's address indicated. ISCDL will respond in writing to any request for clarification, provided that such request is received no later than eight (08) days prior to the deadline for submission of Bids.

6.2 ISCDL is not responsible for the completeness of the Bidding Document and its addenda, if they were not issued directly from ISCDL.

6.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

## **7. Amendment of Bidding Document**

7.1 At any time prior to the deadline for submission of the Bids, ISCDL may amend the Bidding Document by issuing addenda.

7.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing online at <http://mpeproc.gov.in> to all who have obtained the Bidding Document.

7.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, ISCDL may, at its discretion, extend the deadline for the submission of the Bids.

## **C. Preparation Of Bids**

### **8. Cost of Bidding**

8.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and ISCDL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **9. Language of Bid**

9.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and ISCDL, shall be written in Hindi or English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an

accurate translation of the relevant passages in the language Hindi or English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

## **10. Documents Comprising the BID**

10.1 The Bid shall comprise three envelopes submitted online simultaneously, one containing the requisite EMD and second containing Technical Proposal and the third Price bid (Online only) , The bidder pay the EMD by D.D. or FDR and copy of technical documents. Price Bid/ financial offer should be submitted online, in case of manual submission of Price Bid, it will be rejected.

10.2 Technical Proposals will be opened online at <http://mpeproc.gov.in> the specified address, date and time. The Price Proposals shall remain sealed and will be held in custody on online portal. The Technical Proposals will be evaluated. No amendments or changes to the Technical Proposals will be permitted once bid get validated online. Technical Proposals, which does not conform, to the specified requirements will be rejected as deficient Bids.

10.3 Price Proposals of technically qualified Bidders will be opened online as per key dates at the specified date and time. The Price Proposals will be evaluated and the Contract will be awarded to the Bidder who's Bid has been determined to be the lowest evaluated substantially responsive Bid.

10.4 The Technical Proposal shall contain the following:

- Technical Proposal Submission Sheet;
- Written confirmation authorizing the signatory of the Bid.
- Documentary evidence establishing the Bidder's eligibility to bid.
- Documentary evidence that the Goods and Related Services conform to the Bidding Document;
- Information in Appendix's of Technical proposal Submission Sheet
- Documentary evidence establishing the Bidder's qualifications to perform the contract.
- Manufacturers authorization if applicable
- Any other document required as per the Bid Data Sheet and Tender.

10.5 The Price Proposal shall contain the following:

Price Proposal Submission Sheet filled online only.

## **11. Bid Submission Sheets and Price Schedules**

11.1 The Bidder shall submit the Technical Proposal and the Price Proposal online using the appropriate Submission Sheets furnished in Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

11.2 The Bidder shall submit, as part of the Price Proposal, the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished online

## **12. Alternative Bids**

12.1 Alternative bids shall not be considered.

### **13. Bid Prices**

The prices quoted by the Bidder in the Price Proposal Submission Sheet and in the Price Schedules shall conform to the requirements specified below.

13.1 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied.

13.2 The price to be quoted in the Price Proposal Submission format including any discounts offered.

**13.3 The price of the goods quoted should be on the basis of delivery at Indore including all customs duties and taxes, Entry tax, transportation, packaging, transit insurance, RTO registration of vehicles, service tax, sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted. The price should include 3 months training (one operator and one driver for three months for training ISCDL/IMC staff) to ISCDL and 1 year comprehensive maintenance of equipments and vehicles including consumables and parts. The price quoted should be inclusive of all FOR Indore.**

13.4 A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected.

### **14. Currencies of Bid**

Bid prices shall be quoted in the Indian Rupees.

### **15. Documents Establishing the Eligibility of the Bidder**

15.1 To establish their eligibility Bidders shall:

- (i) Complete the eligibility documents as required.

### **16. Documents Establishing the Eligibility of Goods and Related Services**

16.1 To establish the eligibility of the Goods and Related Services, Bidders shall complete declarations in the Price Schedule Forms.

### **17. Documents Establishing the Conformity of the Goods to the Bidding Document**

17.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Technical Proposal the documentary evidences.

17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements.

17.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by Bidder in the Schedule of Supply, are intended to be descriptive only and not restrictive.

## **18. Documents Establishing the Qualifications of the Bidder**

18.1 To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the evidence indicated for each qualification criteria specified in Evaluation and Qualification Criteria.

## **19. Period of Validity of Bids'**

19.1 Bids shall remain valid for the period of 180 days after the bid submission deadline date prescribed by ISCDL. A Bid valid for a shorter period shall be rejected by ISCDL as non-responsive.

19.2 In exceptional circumstances, prior to the expiration of the bid validity period, ISCDL may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If validity of their Bids is extended the Earnest Money Deposit (EMD) shall also be extended for a corresponding-period. A-Bidder may refuse the request without forfeiting its Earnest Money Deposit (EMD). A Bidder granting the request shall not be required or permitted to modify its Bid.

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

20.1 Earnest Money Deposit (EMD) shall be deposited by demand draft / FDR and scanned copy should be uploaded on the online portal.

20.2 The Earnest Money Deposit (EMD) of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder furnishing the Performance Security.

20.3 The Earnest Money Deposit (EMD) of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.

20.4 The Earnest Money Deposit (EMD) may be forfeited:

- (a) If a Bidder withdraws its Bid during the period of bid validity
- (b) If the successful Bidder fails to:
  - (i) Sign the Contract
  - (ii) Furnish a Performance Security

## **21. Format and Signing of Bid**

21.1 All pages of the Bid shall be signed or initialed by the person signing the Bid. Bidder has to scan these original documents and upload at appropriate place on the online portal.

21.2 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

## **D. Submission and Opening of Bids**

### **22. Sealing and Marking of Bids**

22.1 "Technical proposal and 'EMD'" should be submitted in envelop A online as well as in the hard copy to the office of CEO, Indore Smart City Development Ltd. , "Price Proposal" should be submitted online only.

### **23. Deadline for Submission of Bids**

23.1 Bids must be uploaded no later than the date and time indicated in online notice at the online portal.

23.2 ISCDL may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document as addenda, in which case all rights and obligations of ISCDL and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

### **24. Late Bids**

24.1 Online portal shall not allow the bidder to bid after the specified time and hence bidders should take extra care of the timings of the bid submission.

### **25. Withdrawal, Substitution, and Modification of Bids**

25.1 On the online portal bidders are allowed to withdraw, substitute, or modify its Bid before the final submission time. A Bidder will not be allowed to withdraw, substitute, or modify its Bid after the scheduled submission time.

### **26. Bid Opening**

26.1 The technical proposal will be opened online as well as hard copy as per schedule time and date and price proposal of only technically qualified bidders shall be opened.

26.2 Price proposals will be opened online only.

## ***E. Evaluation And Comparison Of Bids***

### **27. Confidentiality**

27.1 Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.

27.2 Any attempt by a Bidder to influence ISCDL in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.

## **28. Clarification of Bids**

28.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, ISCDL may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by ISCDL shall not be considered. ISCDL's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted.

## **29.0 Responsiveness of Technical Proposal**

29.1 ISCDL's determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.

29.2 A substantially responsive Technical Proposal is one that conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) Affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (b) Limits in any substantial way, inconsistent with the Bidding Document, ISCDL's rights or the Bidder's obligations under the Contract; or
- (c) If rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Technical Proposals.

29.3 If a Technical Proposal is not substantially responsive to the Bidding Document, it shall be rejected by ISCDL and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

## **30. Nonconformities, Errors, and Omissions**

30.1 Provided that a Technical Proposal is substantially responsive, ISCDL may request that the Bidder submit the necessary information or documentation, within a reasonable of Price Proposals on the following basis:

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
- If there is an error in a total corresponding to the addition or subtraction of subtotals, the individual item rate shall prevail and the total shall be corrected.
- If there is a discrepancy between words and figures, the amount in words shall prevail.

## **31. Preliminary Examination of Bids**

31.1 ISCDL shall examine the Technical Proposal to confirm that all documents and technical documentation requested have been uploaded on online portal, and to determine the completeness of each document submitted.

31.2 ISCDL shall confirm that the following documents and information have been provided in the Technical Proposal. If any of these documents or information is missing in the uploaded documents on the online portal, the offer shall be rejected.

- (a) Technical Proposal Submission Sheet.
- (b) Written confirmation of authorization to commit the bidder.
- (c) Earnest Money Deposit (EMD).
- (d) Manufacturer's Authorization, if applicable.

## **32 Examination of Terms and Conditions; Technical Evaluation**

32.1 ISCDL shall examine the Bids to confirm that all terms and conditions specified in Bid Document have been accepted by the Bidder without any material deviation or reservation.

32.2 ISCDL shall evaluate the technical aspects of the Bid submitted in accordance to confirm that all requirements specified in Schedule of Supply of the Bidding Document have been met without any material deviation or reservation.

32.3 If, after the examination of the terms and conditions and the technical evaluation, ISCDL determines that the Technical Proposal is not substantially responsive it shall reject the Bid.

## **33. Right to Accept Any Bid, and to reject any or All Bids**

33.1 ISCDL reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

## ***F. Award of Contract***

### **34. Award Criteria**

34.1 ISCDL shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder has remained qualified to perform the Contract satisfactorily.

### **35. Right to Vary Quantities at Time of Award**

35.1 At the time the Contract is awarded, ISCDL reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Bid document, provided this does not exceed the 100 percentage, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.

### **36. Notification of Award**

36.1 Prior to the expiration of the period of bid validity, ISCDL shall notify the successful Bidder, in writing, that its Bid has been accepted.

36.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

### **37. Signing of Contract**

37.1 Promptly after notification, ISCDL shall send to the successful Bidder the Agreement.

37.2 Within fifteen (15) days of receipt of the Agreement, the successful Bidder shall sign and return it to ISCDL.

### **38. Performance Security**

38.1 Within Fifteen (15) days of the receipt of notification of award from ISCDL, the successful Bidder shall furnish the Performance Security equal to 10% of the contract price / work order value.

38.2 Failure of the successful Bidder to submit the Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit (EMD). In that event ISCDL may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by ISCDL to be qualified to perform the Contract satisfactorily.



## Section II – Bid Data Sheet (BDS)

<b>A. Introduction</b>	
1	Indore Smart City Development Ltd. hereby invites sealed bids from competent bidders for Supply Erection and Commissioning of Transfer Station Equipments - 2 No. mobile compactor Containers 16 cum capacity and 1 No. Hook Loader with Vehicle <b>The location of transfer station is proposed at</b> <b>1.Near Sanghi Automobiles, Manormaganj Indore</b>
2	Indore Smart City Development Ltd. hereby invites sealed bids from competent bidders for Supply Erection and Commissioning of Transfer Station Equipments - 2 nos. mobile compactor Containers 16cum capacity and 1 no. Hook Loader with Vehicle
<b>B. Bidding Document</b>	
3	All correspondence, collection and submission of Bidding document is to be made at the Indore Smart City Development Ltd. Indore (Madhya Pradesh)
4	08 days as the minimum allowable time prior to the date of bid opening for ISCDL to respond to requests for the clarifications.
<b>C. Preparation of Bids</b>	
5	The language of the Bid is: English Response to the bids in English or Hindi
6	Alternative Bids are not permitted.
7	The prices quoted by the Bidder shall be: fixed
8	The currency of the Bid shall be : Indian rupees.
9	The bid validity period shall be 180 days.
10	Bidder may contact the officials at ISCDL to get any other information about the equipments and vehicles required.
<b>D. Submission and Opening of Bids</b>	
11	Online Bid is to be submitted by one bidder. Technical and financial bid should be submitted online only.
12	The written confirmation of Authorization of manufacture to sign.
<b>E. Evaluation, and Comparison of Bids</b>	
13	Bidders are allowed to quote price in Indian Rupees only.
<b>F. Award of Contract</b>	
14	ISCDL shall award the Contract to the Bidder whose offer has been determined to be the lowest and is substantially responsive to the Bidding Document.

## **Section III - Evaluation and Qualification Criteria**

*This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser may use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.*

### **A. Evaluation Criteria**

ISCDL will evaluate and compare bids on the basis of price quoted by the eligible bidders to arrive at the least cost.

#### **1.1 Technical Criteria**

The minimum technical level of the Goods and Related Services offered by the Supplier shall comply with the minimum acceptable level and specification for each criteria enumerated in the Schedule of Supply.

The non-compliance of the minimum acceptable criteria shall make the Supplier's bid as non-substantive. Whenever possible, these criteria will be evaluated on a pass-fail basis.

#### **1.2 Economic Criteria**

##### **1.2.1 Adjustment for Deviations from the Terms of Payment**

Deviations from the Terms of Payment are not permitted.

##### **1.2.2 Adjustment for Deviations in the Delivery and Completion Schedule**

The Goods covered by this bidding process are required to be delivered in accordance with, and completed within, the Delivery and Completion Schedule. Bids offering delivery schedules beyond stipulated completion period shall be rejected.

##### **1.2.3 Omissions or Missing Items:**

The cost of omissions or missing items in the scope of supply, services, etc. would be not be considered. Bids offered for part scope of work from one lot shall be rejected.

##### **1.2.4 Local Handling and Inland Transportation**

Cost for inland transportation, transit insurance and other incidental costs for delivery of the goods shall be included in the PRICE. These costs will be taken into account during bid evaluation. If a Bidder fails to include such costs in its bid, it will be considered as included in his bid price bid.

## **B: Qualification Criteria**

### **2.1 Financial Criteria:**

2.1.1. The Bidder's average turnover for the last three (3) years shall be at least:

<b>S.No.</b>	<b>Description of Goods and Related services</b>	<b>Min. Average Turnover for Last 3 year (Rs. In Lakh)</b>
1	for Supply Erection and Commissioning of Transfer Station Equipments . ( 2 No. mobile compactor Containers 16 cum capacity and 1 No. Hook Loader with Vehicle.)	<b>Rs.85.00 Lakh</b>

2.1.2 The Bidder is to submit audited statements of accounts for the last three (3) years, along with its bid. The Bidder has to submit accounts and certified balance sheet certified by a registered chartered accountant supported by copies of tax returns or the last three (3) years, along with its bid. In the event that the ISCDL in the Bidder's audited statement notes consistent losses or the risk of insolvency, the Bidder may be disqualified. Where necessary ISCDL will make enquiries with the Bidder's Bankers.

### **2.2 Experience Criteria**

2.2.1 The Bidder shall submit the data and information along with the work order, completion certificate and reference on past performance etc. required to demonstrate that the Bidder meets the minimum criteria as per chart attached.

<b>S.No.</b>	<b>Description of Goods and Related services</b>	<b>Qualification and Experience Criteria Min. Supply in Last 3 years ending on the deadline for bid submission</b>
1	for Supply Erection and Commissioning of Transfer Station Equipments.( 2 No. mobile compactor Containers 16 cum capacity and 1 No. Hook Loader with Vehicle.)	Supply Erection and Commissioning of at least 1 Nos. similar type transfer station equipments and 1 no. Hook Loader with vehicle.  ISCDL may send its team/personnel to verify the work done by the bidder and can seek recommendation from the concerned authority/local body with reference to the supplies made by the bidder and its successful working.  International experience shall be valid if relevant certificates are attached.

2.2.2 Has repair and service facilities in India and shall provide an undertaking that successful bidder shall either develop its own facility or authorize service center at Indore for day to day maintenance of equipments.

2.2.3 Should assure the ready availability in India of the spare parts of the proposed equipment.

## Section IV - BIDDING FORMS

### A. Technical Proposal Submission Sheet

Invitation for Bid No.: \_\_\_\_\_

Date: (Insert date)

To,  
The Executive Director  
Indore Smart City Development Ltd.  
Indore – (M.P.)

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda No.: (Insert the number and issuing date of each addenda);

(b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Schedule of Supply, the following Goods and Related Services:

S.No.	Description of Goods and Related services
1	for Supply Erection and Commissioning of Transfer Station Equipments. (2 No. mobile compactor Containers 16 cum capacity and 1 No. Hook Loader with Vehicle.)

(c) Our Bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

(d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of 10 percent of the Contract Price for the due performance of the Contract.

(e) We are not participating, as Bidders, in more than one Bid in this bidding process.

(f) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name **(complete name of person signing the bid)**

In the capacity of **(legal capacity of person signing the bid)**

Signed **(signature of person)**

Duly authorized to sign the Bid for and on behalf of **(name of bidder)**

Date **(Insert date of signing)**

---

Indore Smart City Development Ltd.

Signature of Bidder/Authorized Person

**B. (Details of Turnover)**

<b>Average Annual Turnover Proposal Submission Sheet</b>		
<b>S.No.</b>	<b>Year</b>	<b>Turnover (Indian Rupees)</b>
I.	2013-14	
II.	2014-15	
III.	2015-16	
	<b>Average</b>	

**C. (Details of Litigation / Arbitration and other claims)**

S.No	Year	Name of Employer	Cause of Litigation	Matter in Dispute	Disputed Amount in Rs.	Whether the award was for or against the firm or pending

Bidder must not hide any information regarding litigation or blacklisting otherwise legal action may be initiated in case of wrong information submitted by the bidder.

### C. Manufacturer's Authorization

Invitation for Bid No.: \_\_\_\_\_

Date: (Insert date)

To,  
**The Executive Director**  
**Indore Smart City Development Ltd.**  
**Indore (M.P.)**

WHEREAS (Insert complete name of manufacturer) who are official manufacturers of (Insert type of goods manufactured) having factories at (Insert complete address of manufacturer) do hereby authorize (Insert complete name of bidder) to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us (insert name of goods) and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with General Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

We have repair and service facilities in India and we shall either develop our own facility or authorize a service center at Indore for day to day maintenance of equipments.

Name (complete name of person signing the security)  
In the capacity of (legal capacity of the person signing the security)  
Signed (signature)

Duly authorized to sign the Authorization for and on behalf of (complete name of manufacturer)  
Date (Insert date of signing)

Note:-This letter of authorization should be on the letterhead of the manufacturer and should be signed by a person with the proper authority to sign the document that is binding on the manufacturer.

## Section V - Schedule of Supply

### A. List of Goods And Related Services

S.No.	Description of Goods and Related services
1	for Supply Erection and Commissioning of Transfer Station Equipments. ( 2 No. mobile compactor Containers 16 cum capacity and 1 No. Hook Loader with Vehicle.)

### B. Delivery And Completion Schedule:

The purpose of the delivery and completion schedule is to specify the delivery dates of the goods and related services . The delivery and completion schedule, as part of the schedule of supply constitute a contract document and , therefore it will be a part of the contract.

S.No.	Description of Goods and Related services	Contract completion period
1	for Supply Erection and Commissioning of Transfer Station Equipments. (2 Nos. mobile compactor Containers 16 cum capacity and 1 No. Hook Loader with Vehicle.)	3 months

### C. Technical Specifications

IMC shall provide the civil work with required electric load for transfer station as per requirement, however all the necessary work related to erection and commissioning of equipments at transfer station including electrical works , panel, minor civil works for installation or any other allied works shall have to be done by the successful bidder.

Technical specification of Supply Erection and Commissioning of Transfer Station Equipments, Containers and Hook Loader with Vehicles is as per the details given below.

## **TECHNICAL SPECIFICATION OF HOOK LOADER**

### **A. GENERAL DESCRIPTION :**

Manufacture and supply of specially designed Hook Loader of adequate capacity and capable of lifting fully loaded Portable Compactor.

The machine should have self loading & unloading features. The main structure of the equipment should be of a robust construction specially designed for heavy duty applications.

The unit to have one pair of specially articulated strengthened steel boom arms linked through a Tie-rod, that move about the hinged axis on the chassis, to load and unload the Portable Compactor, filled with waste material.

The loading and unloading of the Portable Compactor to be done by the reverse and forward movements of the hydraulic cylinders connected to the Hook Loader arms.

Stabilizers shall be provided at suitable locations at the rear of the vehicle to ensure vehicle stability during the loading & unloading cycle of operation.

### **B. TECHNICAL SPECIFICATION OF HOOK LOADER :**

1. Self-weight of the Hook Loader should be approx. 2 TO 2.5 Ton
2. Hook height should be less than 1600 mm
3. Tipping time should be 30-35 seconds.
4. Loading & unloading time should be approx. 30 & 35 seconds respectively.

### **C. CONSTRUCTION OF HOOK LOADER :**

1. **Bottom Frame:** The bottom frame should comprise of two longitudinal Domex or equivalent steel runners with a yield-strength of approx. 700 Mpa also key traverse reinforcements of the same material. To the rear of the system the pivot point of the tipping frame should be attached, using one chromed steel axle carried in bronze bearings. The pivot point should be situated as low as possible into the bottom frame, well beneath the separate axle carrying the rear rollers, which will support a container's lower frame. Hence the tipping capacity of the cylinders is augmented. To the front of the frame the cylinder bridge construction to be located, providing a strong and solid attachment for the main cylinders, while channeling the tipping forces to the truck's chassis via the bottom frame. The tipping frame should automatically lock onto the bottom frame during the dismounting procedure, in clasps located on the inner side of the bottom frame runners.

2. **Tipping Frame:** The tipping function should enable the system to empty containers with rear doors. The tipping frame should pivot at the rear of the system's bottom frame and support the rear rollers made from steel or high-grade cast iron, which would rotate in bearings that do



not require any lubrication. To the front of the tipping frame a steel locking plate to be welded, which catches a spring activated locking bolt extending from the main frame, when tipping frame and main frame are locked jointly for tipping.

**3. Main Frame:** The main frame to house the hook mast sliding arm and should be enable the dismounting process. This frame should pivot around an axle which rotates in bearings, situated to the front of the tipping frame. During the dismounting process the rotation of the pivot axle should lock the tipping frame onto the bottom frame. A double action hydraulic cylinder placed in the sliding arm should provide forward and reverse movement.

**4. Sliding Arm:** The sliding arm should provide the possibility to transport containers of various lengths. To enhance the sliding action, maintenance and lubrication free PA6G oil filled polyamide synthetics should be utilized. To enable the dismounting operation, the locking bolt that links main frame and tipping frame during tipping would be disengaged. Sliding into the main frame, at the end the sliding would reach the locking bolt and open it. Sliding out towards the front, the spring moves the locking bolt back into place.

**5. Container Locking:** Automatic Container locking should be operated on hydraulics.

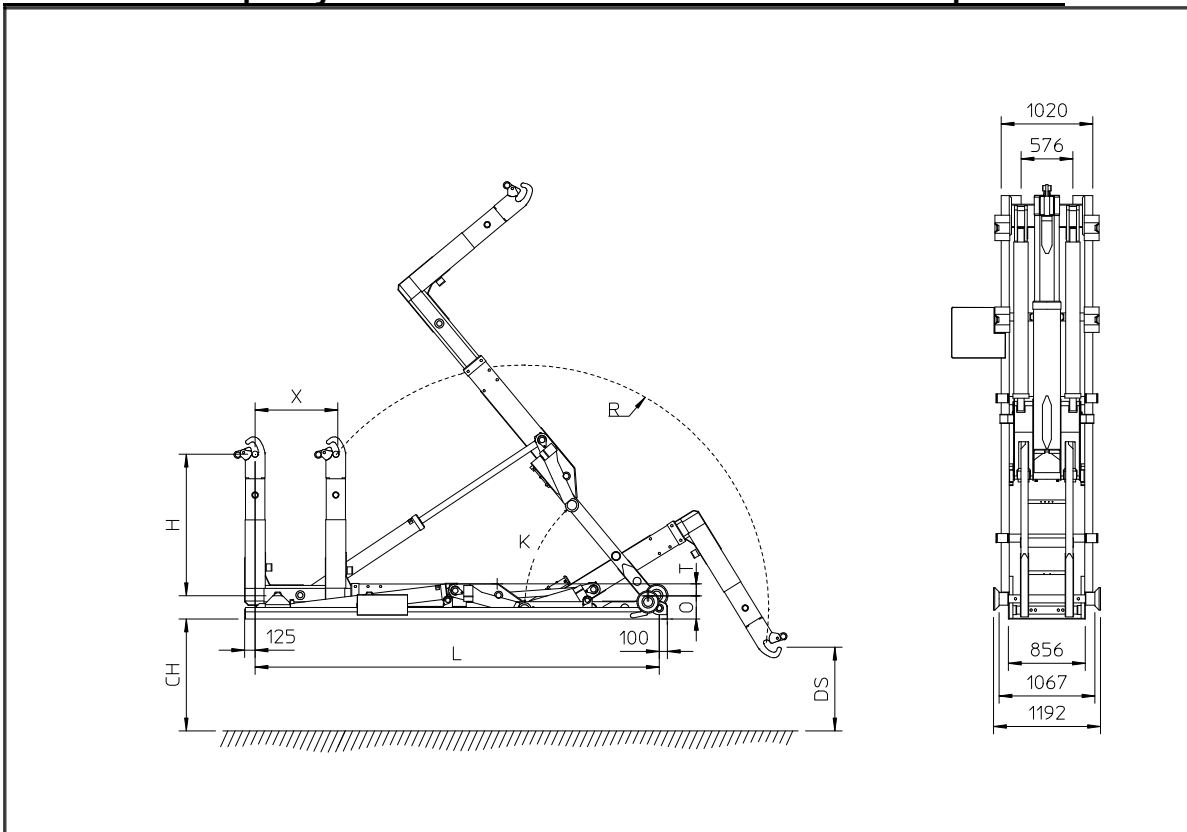
**6. Shot blasting and Painting:** Every component of the hook-loader should be separately shot blasted and thoroughly painted with a durable primer previous to final assembly, thus assuring superior corrosive protection and an extensive life span.

**7. Hydraulics :** The hydraulic system should comprise of two double action high-pressure main cylinders, one sliding cylinder, Pneumatically actuated valve block and all necessary piping, hoses and connectors. Further an oil tank should be separately provided, including suction and return filters. Hook-loader should be provided with hose-burst protection and an automatically hydraulic blocking of the sliding function during tipping operation.

**8. Controls :** The controls of every operation has to be well placed inside the driver cab at assessable position and same time visualize the actual operations. The main valve-block should also be operated with an emergency handle in case of malfunction of the in-cab controls.

**9.** Load distribution of fully loaded Portable Compactor & Hook loading system should be within the tolerable limit of vehicle axles in a range of 30% on front axle & 70% on rear axle.

**Hook Loader Capacity 20 Ton Suitable for 16 CuM Portable Compactors**



X (mm)	1000
L (mm)	5350
O (mm)	280
K	49°
R (mm)	3045
T (mm)	130
Weight <sup>1</sup> (kg)	2450
DS (mm)	1167
Min./max. container length (mm)	4400-6450
Loading (time) <sup>2</sup> (s)	42
Unloading (time) <sup>2</sup> (s)	54
Tipping (time) <sup>2</sup> (s)	49
Fast unloading (time) <sup>2</sup> (s)	19

## **TECHNICAL SPECIFICATION OF PORTABLE COMPACTOR WITH TIP CART**

### **A. General Description :**

PORTABLE Compactor is a compactor capable of being transported from one location to another and placable at any place for the refuse collection, compaction & transferring. It will come as an integral unit incorporating the Container and the Compaction unit.

The PORTABLE Compactor will be such that can be lifted by a specially designed Hook Loader, unit mounted on a Truck chassis for transportation and unloading of Compacted garbage.

One hydraulically operated tipping device mounted on Compaction unit, to receive and unload the waste in to Compaction unit to compact it in to the Container – which is called Tip Cart.

### **Features of PORTABLE Compactors:**

1. The PORTABLE Compactor shall be of front loading type with a hydraulic operated device to receive waste from hand cart / tricycle vans/ small tippers etc.
2. The PORTABLE Compactor shall be provided with leachate collection tray for collection of leachate during compaction of garbage & shall be with suitable drainage system to unload nearby drain. leachate will not drop on road during transportation due to leak proof sealing at rear door.
3. The size of the charge chamber of the compaction unit shall be of minimum 1.5 Cum.
4. Compaction unit shall be powered by Hydraulic power unit, energy saving, low noise level, load sensing system.
5. Entire body shall be in cylindrical shape, for an easy discharge of waste and ensure complete filling. Shell thickness shall not be less than 4 mm.
6. Container Body of the compactor shall be completely smooth, without any reinforcement ribs on the body surface, to reduce material stress and keep the strength of the body intact and avoid deformation due to weld joints.
7. Body bottom shall be flat enough to accommodate Body runner's (bottom long members) to support the Compactor Body on Hook Loader.
8. Dish end type back door assembly shall be top hinged with vertical travel to unlock the door. Door thickness shall not be less than 4 mm.
9. Door assembly shall have 180 degree swiveling movement w.r.t. top hinge, and attached with bottom metallic rollers to avoid direct contact with garbage floor.
10. Automatic rear door locking arrangement shall be equipped with four cams located at four corners of the door to ensure zero leakage. All four cams shall be engaged with rear door by mechanical ratchet locking mechanism.
11. Special rear door rubber with double lid to ensure the sealing of the compactor and can be demountable
12. Compaction unit shall be incorporated with automatic operated covering system, while loading of waste it opens up automatically and remain close when there is no loading.
13. Compactor body shall be manufactured out of high tensile steel with a yield limit of 355N/mm<sup>2</sup> or equivalent.
14. Compactor body shall be provided with minimum two leachate drainage outlets with leak proof aluminum cam lock couplings of minimum 3 inch diameter.

15. Compaction of garbage shall achieve up to a density of 750-850 Kg / Cum.
16. All electro-hydraulic functions and working principle of machine shall be PLC based, monitoring operational conditions, duration of operation, trouble shooting, loading percentage, periodic maintenance schedule etc. same shall be indicated on LCD screen when required and the same warned by visual or audible indicators.
17. Inspection door at one side of the compaction unit shall be provided; door shall be equipped with sensors to ensure the door is in closed condition while the compaction is in progress and vice-versa.
18. A reinforced front inspection gate installed with a rubber for easy maintenance access to the cylinders.
19. Hydraulic Power Pack shall be accommodated within the compaction unit and same shall be mounted on rails to facilitate maintenance & repair as & when required, from outside of the machine.
20. Control panel of operating system shall be equipped with start key & lock, display screen, emergency stop, main switch, connecting socket and operating push buttons.
21. The PORTABLE compactor shall operate only by a special key to protect the machine from unauthorized operation.
22. The PORTABLE compactor shall be equipped with hydraulic drive unit, protected in a separate tunnel, to ensure the daily operations in even severe conditions.
23. All electrical circuits shall be enclosed in control box with start & stop buttons.
24. Control panel is located outside the operating area, safe for the operator.
25. Additional Remote control is applied to the large PORTABLE compactor for more convenience operation.
26. Construction of entire compactor shall be robust and enough sturdy to maintain its structure throughout its service life..
27. Rear frame, front frame, rear door and structure of compaction unit shall be of high strength steel of Y.S 355 MPa.
28. Floor and sides of charge chamber shall be minimum 6 mm thick and made of high strength steel of Y.S. 700 M Pa and shall be supported by longitudinal members and intermediate bracing.
29. The Trapezium Crusher Block shall have a scissor shaped head to crush the refuse inside the container. Special teeth inside the container shall be provided to retain the refuse inside the container.
30. The trapezium Crusher block is made out of high strength steel of Y.S. 700 up to 1000 M Pa
31. Container shall be of cylindrical shape to ensure good compaction ratio, light weight, Hi-strength longer life, and easier discharging of all refuse after compaction.
32. The work flow of the arrangement shall be such that - loading the waste in to Tip Cart by collection vehicle - loading the waste in to Compactor by Tip Cart - handling the full container with hook loader - transport the container to dump yard - discharging the waste.

**B. SAFETY FEATURES :**

1. All safety features would be included in the unit like start/stop buttons.
2. The compaction would not start when the checking window/door is open.
3. Indicating lights would be provided to indicate the status of the operation.

**C. TECHNICAL PARAMETERS :**

We are furnishing technical parameters of two capacities of PORTABLE Compactors :

Item Sl. No.	Description	Parameter
1	Body Volume in Cum	16
2	Compaction ratio base on Indian waste (approx.)	0.84
3	Pressure (Bar)	240
4	Power (KW)	5.5
5	Voltage (V)	(380) 440
6	Ton/Hour with Tipping device	20
7	Compaction Force (Kn)	360
8	Cycle time for Crusher (Seconds)	48
9	Cycle time for Tipping (Seconds)	25
10	Stroke Volume (cum)	1.8
11	Tip Cart capacity	2500 L
12	Compactor weight with Hydraulics(Kg)	5200

**TECHNICAL SPECIFICATION OF TRUCK CHASSIS**

The hook loader should be mounted on Truck Chassis of 25 T GVW (6X2) of TATA/Ashok Leyland /Eicher or equivalent. The Chassis should be with Non-Sleeper Driver Cabin fitted with PTO and Hydraulic Pump. It should have Kerb weight Not less than 6200 kg and wheel base Not less than 4800 mm

## **Section VI. - General Conditions of Contract**

### **1.0 Definitions**

1.1 The following words and expressions shall have the meanings hereby assigned to them:

A "Contract" means the Agreement entered into between ISCDL and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

B "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.

C "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

D "Day" means calendar day.

E "Delivery" means the transfer of the Goods from the Supplier to ISCDL in accordance with the terms and conditions set forth in the Contract.

F "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

G "GCC" mean the General Conditions of Contract.

H "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to ISCDL under Contract.

I "Purchaser" means ISCDL purchasing the Goods and Related Services.

J "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training (one operator and one driver for three months for traing ISCDL staff) and initial maintenance and other similar obligations of the Supplier under the Contract.

K "SCC" means the Special Conditions of Contract.

L "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by ISCDL and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

## **2.0 Contract Documents**

2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

## **3.0 Corrupt Practices**

3.1 The ISCDL's Anticorruption Policy requires that bidders, suppliers, and contractors under ISCDL contacts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of the policy, the ISCDL:

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

"Corrupt practice," means the offering, giving receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of any party in the procurement process or the execution of a contract;

"Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

"Collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrowers, designed to influence the action of any party in a procurement process or the execution of a contract;

"Coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.

(b) Will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and

(c) Will sanction a party or its successor, including declaring ineligible, either indefinitely or for stated period of time to participate in ISCDL tender activities if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing a contract.

## **4.0 Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Entire Agreement

The Contract constitutes the entire agreement between ISCDL and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

#### 4.3 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

#### 4.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

### **5.0 Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and ISCDL, shall be written in English or Hindi language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English or Hindi language, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

### **6.0 Joint Venture, Consortium or Association**

6.1 Joint venture, consortium, are not allowed to participate in the bid. Only manufacturers or authorized dealers of the manufacturer shall participate in the tender.

### **7.0 Notices**

7.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing. The term "in writing" means communicated in written form with proof of receipt.

7.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

### **8.0 Jurisdiction**

8.1 For all legal matters Jurisdiction shall be Indore only.

### **9.0 Scope of Supply**

9.1 The Goods and Related Services to be supplied shall be as per Schedule of Supply mentioned in the bid document .

9.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.



## **10.0 Delivery**

10.1 The Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion at Indore.

## **11.0 Supplier's Responsibilities**

11.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with Delivery and Completion Schedule.

## **12.0 Contract Price**

12.1 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

## **13.0 Terms of Payment**

13.1 The Supplier's request for payment shall be made to ISCDL in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant upon fulfillment of all the obligations stipulated in the Contract.

13.2 Payments shall be made promptly by ISCDL, no later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and ISCDL has accepted it.

## **14.0 Taxes and Duties**

14.1 For goods supplied, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to ISCDL.

## **15.0 Performance Security**

15.1 The Supplier shall, within fifteen (15) days of the notification of Contract award, provide a Performance Security equal to ten (10) percent of the contract value in INR in the form of FDR/Bank Guarantee from a Nationalized / Scheduled Bank for the due performance of the Contract.

15.2 The proceeds of the Performance Security shall be payable to ISCDL as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

## **16.0 Copyright**

16.1 The copyright in all drawings, documents, and other materials containing data and information furnished to ISCDL by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to ISCDL directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

## **17.0 Confidential Information**

17.2 ISCDL and the supplier shall not misuse documents, data, and other information received from the Supplier for any purposes related to the Contract.

## **18.0 Subcontracting**

18.1 The Supplier is not allowed to subcontract.

## **19.0 Specifications and Standards**

19.1 Technical Specifications

The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract. The Goods and Related Services supplied under this Contract shall conform to the standards mentioned Schedule of Supply and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.

## **20.0. Packing and Documents**

20.1 The Supplier shall provide such packing of the Goods/spares as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

20.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any and in any other instructions ordered by ISCDL.

## **21.0 Insurance**

21.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The supplier has to do transit insurance of all the equipment and vehicles upto ISCDL workshop/store.

## **22.0 Transportation**

22.1 Transportation of the Goods shall be in accordance with the Schedule of Supply.

## **23.0 Inspections and Tests**

23.1 The Supplier shall carry out all tests and/or inspections of the Goods and Related Services by ISCDL authorized third party inspection agency/**RITES Ltd. Present third party inspection charges is 1% + service tax of the total bill amount.** ISCDL shall reimburse the inspection charges to the contractor.

- 23.2 The inspections and tests may be conducted on the premises of the Supplier, at point of delivery, and/or at the final destination of the Goods, if conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to ISCDL.
- 23.3 ISCDL or its designated representative shall be entitled to attend the tests and/or inspections.
- 23.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to ISCDL. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable ISCDL or its designated representative to attend the test and/or inspection.
- 23.5 ISCDL may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 23.6 The Supplier shall provide ISCDL with a report of the results of any such test and/or inspection.
- 23.7 ISCDL may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to ISCDL, and shall repeat the test and/or inspection, at no cost to ISCDL.
- 23.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by ISCDL or its representative, nor the issue of any report pursuant shall release the Supplier from any warranties under the Contract.

## **24.0 Liquidated Damages**

- 24.1 If the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, ISCDL may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of

the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, ISCDL may terminate the Contract.

## **25.0 Warranty**

- 25.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 25.2 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal conditions.
- 25.3 The warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination, or for eighteen (18) months after the date of shipment whichever period concludes earlier.
- 25.4 ISCDL shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof.
- 25.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to ISCDL.
- 25.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC; ISCDL may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense.

## **26.0 Limitation of Liability**

- 26.1 Except in cases of gross negligence or willful misconduct:
- (a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to ISCDL; and
- (b) The aggregate liability of the Supplier to ISCDL, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify ISCDL with respect to patent infringement.

## **27.0 Force Majeure**

- 27.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that it's delay

in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- 27.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of ISCDL in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 27.3 If a Force Majeure situation arises, the Supplier shall promptly notify ISCDL in writing of such condition and the cause thereof.

## **28.0 Extension of Time**

- 28.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services, the Supplier shall promptly notify ISCDL in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, ISCDL shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment.
- 28.2 Except in case of Force Majeure, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon.

## **29.0 Termination**

- 29.1 Termination for Default
- (a) ISCDL, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- (i) If the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by ISCDL.
- (ii) If the Supplier fails to perform any other obligation under the Contract.
- (b) In the event ISCDL terminates the Contract in whole or in part, ISCDL may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to ISCDL for any additional costs for such similar Goods or Related Services.
- (c) If the Supplier, in the judgment of ISCDL has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract.
- 29.2 Termination for Insolvency
- ISCDL may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such

termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to ISCDL.

**29.3 Termination for Convenience**

- (a) ISCDL, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination be for ISCDL's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

**30.0 Assignment**

- 30.1 Neither ISCDL nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

## Section VII - Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

1.0	<p>Upon delivery of the Goods, the Supplier shall notify ISCDL and send the following documents to ISCDL:</p> <ul style="list-style-type: none"> <li>(a) 3 copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;</li> <li>(b) Manufacturer's or Supplier's warranty certificate;</li> <li>(c) Inspection certificate issued by the nominated inspection agency by ISCDL, and the Supplier's factory inspection report; and</li> <li>(d) Certificate of origin.</li> <li>(e) Receipt of Goods from the authorized officer by Commissioner of ISCDL along with details of stock entry in ISCDL.</li> <li>(f) Physical inspection report of authorized officer of ISCDL.</li> </ul>
2.0	The prices shall be fixed. No price adjustments shall be paid.
3.0	Third party inspection by Govt. Authorized Quality inspection agencies like RITES/ or any other agency will be done. Presently the charges of Inspection of RITES Ltd is 1% + service tax of the work order value which is to be paid by the successful bidder before inspection. Reimbursement on this account will be made by the ISCDL.
4.0	<p>Payment of the Contract Price shall be made in the following manner:</p> <ul style="list-style-type: none"> <li>(a) Advance Payment: On producing Performa invoice of truck chassis along with equitable amount of Bank Guarantee. Payment of truck chassis will be made by ISCDL</li> <li>(b) On Receipt: The Purchaser shall pay the Supplier Eighty (80) percent of the Contract Price (The advance payment shall be deducted at the time of making this payment)</li> <li>(c) On Acceptance: Remaining amount of the contract price of Goods received shall be paid within twenty-eighty (28) days of final installation and commissioning and receipt of the all Goods to ISCDL. 10 % performance security submitted by the bidder will be retained by ISCDL upto 1 year from the date of commissioning of machines and equipments. This 10 % performance security will be released at the end of 1 year of successful running of transfer station equipments, compactors and vehicles with hook loader.</li> <li>(d) Inspection charges: The inspection charges shall be paid by the bidder at the time of inspection. ISCDL shall reimburse the inspection charges to the bidder.</li> </ul>

5.0	The currencies for payments shall be Rupees (INR)
6.0	The ISCDL shall not be responsible for any of the taxes, duties and levies imposed on supplier.
7.0	The Supplier shall provide a Performance Security of 10% of the Contract Price. The Performance Security shall be denominated in Indian Rupees only.
8.0	The types of acceptable Performance Securities are: A demand draft/FDR/Bank guarantee issued by a Scheduled/Nationalized bank located in India, acceptable to ISCDL.
9.0	Discharge of Performance Security shall take place: 10% performance security will be released at the end of 1 year of successful running of transfer station equipment machine and vehicle.
10.0	The packing, marking and documentation within and outside the packages shall be as mutually agreed between the Purchaser and Supplier prior to delivery of the Goods.
11.0	The insurance coverage shall be in accordance with: The Supplier will insure the Goods in an amount equal to 100 percent of the price of the Goods from "Warehouse" to "Warehouse" on "All Risks" basis, including War Risks and Strikes. The bidder should supply the vehicles and equipments with transit insurance upto ISCDL workshop/site.
12.0	Obligations for transportation of the Goods shall be on the supplier.
13.0	(a) The Supplier, Purchaser and Third Party as appointed by ISCDL may jointly conduct inspections and testing of the Goods at Supplier Place before delivery to Indore prior to issuance of the authorization for delivery by the ISCDL. All costs involved in arranging and performing of such inspections and tests shall be borne by the Supplier.  (b) The Supplier, ISCDL shall jointly conduct final inspections and testing of the Goods after delivery to prior to acceptance of the Goods.
14.0	Tests and Inspections shall be carried out at the specified times or milestones, and places as specified Schedule of Supply.
15.0	The ISCDL may require witnessing, prior to award of contract, the demonstration at any of the site where the bidder had claimed for experience. The bidder has to make necessary arrangements for such demonstration at the selected site.
16.0	The liquidated damage shall be: 0.75% of contract value per week or part there of
17.0	The maximum amount of liquidated damages shall be: 10% of the contract price
18.0	The period of validity of the Warranty shall be: 365 days from date of completion of contract
19.0	The amount of aggregate liability shall be: Equal to contract price



## Section VIII - Contract Forms

### Annexure 1- Performance Security

Invitation for Bid No.: \_\_\_\_\_

Date: (Insert date)

To,  
**The Executive Director**  
**Indore Smart City Development Ltd.**  
**Indore – (M.P.)**

WHEREAS **[insert complete name of Supplier]** (hereinafter "the Supplier") has undertaken, pursuant to Contract No. **[Insert number]** dated [insert day and month], **[insert year]** to supply **[brief description of the Goods and Related Services]** (hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a security [insert type of security] issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned **[insert complete name of Guarantor]**, legally domiciled in **[insert complete address of Guarantor]**, (hereinafter "the Guarantor"), have agreed to give the Supplier a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of **[insert currency or currencies and amount of guarantee in words and figures]** and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of **[insert currency or currencies and amount of guarantee in words and figures]** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. -

This security is valid until the **[insert day, month, and year]**.

Name **[insert complete name of person signing the Security]**

In the capacity of **[insert legal capacity of person signing the Security]**

Signed **[insert signature of person whose name and capacity are shown above]**

Duly authorized to sign the security for and on behalf of **[insert seal and complete name of Guarantor]**

Date **[insert date of signing]**

## Annexure 2 - Structure and Organisation

1.	Name of the applicant:	
2.	Office Address:	
3.	Telegraphic Address:	
4.	Telephone Numbers:	
5.	Fax Number:	
6.	Date and location of establishment.	
7.	The applicant is a)An individual b)A proprietary firm c) A partnership firm (if yes, give name and address of each of the partners). d) Private Ltd. / Public limited co.	
8.	In case of limited/Pvt. limited (Attach the Article of memorandum along with organizational chart showing the structure of the organization including the names of the Directors and position of the Officers)	
9.	Number of years of experience in waste management field.	
10.	How many years have your organization been in this business under the present name? What were the fields when your organization was established? Whether any new fields were added in your organization? And if so, when?	
11.	Were you ever required to suspend the work for a period of more than six months continuously after you started? If so give the names of projects and reasons.	
12.	Have you ever not completed any assignment given to you? (If so, give name of project and reasons for not completing the work).	
13.	In how many of your project were penalties imposed for delays? Please give details.	

**Signature of the Applicant**

### Annexure – 3 Key Personnel

Details of key technical and Administrative Personnel with the applicant and those that would be assigned to the work.

A.	Details of the Board of Directors / Partners	
	a) Name of the Director / partner	
	b) Organization	
	c) Address	
	d) Remarks	
B.	Key Technical and administrative personnel / Authorised signatory	
	a) Individual's name	
	b) Qualifications	
	a) Present position of office	
	b) Professional experience and details of works carried out	
	a) Year with the applicant	
	b) How the individual would be involved in the contract	
C.	Remarks.	

**Signature of the Applicant**

**Annexure 4 - Details of related works completed for the last three years.**

1.	Name of work	
2.	Place	
3.	Total tendered cost of work	
4.	Brief description of related works including principal features and quantities of main items.	
5.	Period of completion.	
	a) Originally stipulated time limit.	
	b) Extended time limit	
	c) Actual time taken to complete the work.	
	d) Reasons for non – completion of work in stipulated time limit / extended time limit.	
6.	Name of applicant's Engineer-Incharge of the work	
7.	Were there any penalties / fines / stop notices / compensations / liquidated damages imposed? (Yes / No) (If yes, give amount and explanation).	

Certificate from the Owner/Employer in successful execution of work to be furnished.

**Signature of the Applicant**

**Annexure 5 - Financial Statement**

Information regarding financial standing of the applicant.

<b>S. No.</b>	<b>Details</b>	<b>Amount (Rs. in Lac.)</b>	<b>Remarks</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>
1.	Income tax returns (last 3 years)	Please attach	
2.	Profit & Loss Statement (Last 3 years)	Please attach	
3.	Balance Sheet showing turnover (last 3 years)	Please attach	
4	Last three year average turnover certificate certified by CA.	Please attach	
5.	Auditor's Report including net worth	Please attach	

Signature of the Applicant

**Annexure 6 - List showing relative of the applicant working in Indore Municipal Corp.**

<b>S. No.</b>	<b>Name of employee</b>	<b>Relationship with the applicant</b>	<b>Name of the Relation who are near relatives to Officers mentioned in col. 2</b>	<b>Remarks</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>

Signature of the Applicant

**Annexure 7 - Information regarding current litigation/black listing.**

<b>S. No.</b>	<b>Name of the Contract</b>	<b>Year of Contract</b>	<b>Organization</b>	<b>Details of litigation</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>

The contractor shall be disqualified if bidder hides litigation/ black listing

**Signature of the Applicant**

**Annexure 8 - Additional Information**

Please and any further information, which the applicant considers necessary in regard to the capabilities.

(Please give a brief a brief note indicating why the applicant considers himself eligible for prequalification for the work.)

**Signature of the Applicant**

## Price Bid format

**To be filled online only**

### PRICE BID FORMAT

Sl. No.	Name of Work	Requirement in Nos.	Rate per unit in INR.	Total Amount in INR.
1.	Supply Erection and Commissioning of Transfer Station Equipments - Mobile Compactor Containers 16cum capacity	2		
2.	Supply Erection and Commissioning of Transfer Station Equipments - Hook Loader with Vehicle.	1		
			Total	

**Total Amount in Words** \_\_\_\_\_

**Seal and signature of the bidder**

Indore Smart City Development Ltd.

Signature of Bidder/Authorized Person