



# OFFICE OF THE ROURKELA MUNICIPAL CORPORATION

Udit Nagar, Rourkela Dist.-Sundargarh (Odisha) Pin-769012

Website:[www.rmc.nic.in](http://www.rmc.nic.in)EmailId:[rourkelamunicipality@gmail.com](mailto:rourkelamunicipality@gmail.com)

**No. 1705**

**Date: 30.01.2025**

## **Tender Call Notice**

The Municipal Commissioner on behalf of Rourkela Municipal Corporation invites sealed applications in conformation with detailed Quotation call notice from the reputed firms /Agencies for **"Supply of 100 Nos. of Tricycle & 110 Nos. Wheelbarrow to Rourkela Municipal Corporation"**.

For detail technical specifications along with Terms &Conditions etc. may be seen from the Website of [www.tendersorissa.gov.in](http://www.tendersorissa.gov.in)

**Sd/-  
Commissioner  
Rourkela Municipal Corporation**

### **Memo No. 1706**

**Date: 30.01.2025**

Copy to Notice Board of RMC for wide publicity of advertisement through office notice board and MIS, RMC is directed for uploading of the tender document in the RMC website and Tender Odisha website.

**Sd/-  
Commissioner  
Rourkela Municipal Corporation**

### **MemoNo: 1707**

**Date: 30.01.2025**

Copy to Director, I&PR Dept., Govt. of Odisha, Bhubaneswar for information with a request to publish the copy of above-mentioned notice in two highly circulated Odia daily newspaper (all editions) on date 05.02.2025.

**Sd/-  
Commissioner  
Rourkela Municipal Corporation**



**Tender Call Notice No. 1705**

**Date: 30.01.2025**

**MC/RMC/09/2025**

**Rourkela Municipal Corporation**  
**Uditnagar, Rourkela, Dist.-Sundargarh (Odisha), PIN-769012**  
**Email ID: [rourkelamunicipality@gmail.com](mailto:rourkelamunicipality@gmail.com)**  
**Website: [www.rmc.nic.in](http://www.rmc.nic.in)**

**TENDER**

**STANDARD TERMS & CONDITIONS OF TENDER DOCUMENTS FOR "Supply of 100 Nos. of Tricycle & 110 Nos. Wheelbarrow to Rourkela Municipal Corporation".**

## **INVITATION FOR BID (IFB)**

Rourkela Municipal Corporation, Rourkela invites sealed Bids for “**Supply of 100 Nos. of Tricycle & 110 Nos. Wheelbarrow to Rourkela Municipal Corporation**”.

### **Bidding Schedule:**

SL.NO	INFORMATION/SUBJECT	DETAIL
01	NAME OF WORK	Supply of 100 Nos. of Tricycle & 110 Nos. Wheelbarrow to Rourkela Municipal Corporation
02	DATE OF PUBLICATION OF BID	04.02.2025, 06.00pm
03	TENDER PAPER COST	11,800/- (Including GST)
04	EARNEST MONEY TO BE DEPOSITED	Rs.5,00,000/-
04	LAST DATE AND TIME FOR BID SUBMISSION	19.02.2025, 05.00pm
06	DATE AND TIME FOR BID OPENING	20.02.2025, 11.00am
07	DATE OF FINANCIAL BID OPENING	To be Intimated
08	NAME AND OFFICE FOR INVITING TENDER	Commissioner, RMC
09	HELPLINE NO AND EMAIL ADDRESS	rourkelamunicipality@gmail.com

1. Bidder may download the Bidding Document from the RMC website [www.rmc.nic.in/www.tendersorissa.gov.in](http://www.rmc.nic.in/www.tendersorissa.gov.in) and submit its Bid by utilizing the downloaded document, along with the required non-refundable fee towards Tender paper cost of Rs.11,800/- (Including of GST) through online. The bidder has to submit all the documents through online mode.
2. In the event of any of the above-mentioned dates being declared as a holiday / closed day the Bids will be received/ opened on the next working day at the appointed time.
3. For Queries and Clarifications, send email to: [rourkelamunicipality@gmail.com](mailto:rourkelamunicipality@gmail.com) only.
4. The Authority of RMC reserves the right, without any obligation or liability, to accept or reject any or all proposals at any stage of the process or to cancel or modify the process without assigning any reason whatsoever. Any changes in the tender document, addendum and corrigendum or schedule of the tender shall be reflected in the website of RMC ([www.tendersorissa.gov.inwww.rmc.nic.in/](http://www.tendersorissa.gov.inwww.rmc.nic.in/)). No extension of any deadline will be granted on the basis of grounds that RMC have not responded to any question or not provided any clarification.

Sd/-  
**Commissioner**  
**Rourkela Municipal Corporation**

## Tender Call Notice

**Rourkela Municipal Corporation (RMC) invites tender from prospective agencies for Supply of 100 Nos. of Tricycle & 110 Nos. Wheelbarrow to Rourkela Municipal Corporation.**

NO	Name Of Work	Deliverables
01	Supply of 100 Nos. of Tricycle & 110 Nos. Wheelbarrow to Rourkela Municipal Corporation	Interest Parties shall have to submit documents as provided in the Tender.

### **(A) Technical Bid**

NO.	Technical Criteria	Documentary Proof
1	Should not have defaulted/blacklisted by any Govt. Dept./PSU of India and there should not be any pending litigation against a bidder with the Central/State Government department.	Self-declared Affidavit on Non-Judicial Stamp of value 100 INR to be submitted.
2	Agency Should be a proprietor / Partnership Firm/Company/MSME registered.	Self-certified copy of incorporation or Udyog Adhar.
3	Should have GST Registration	Self-certified copy of the certificate is to be submitted.
4	Should have PAN registration number.	Self-certified copy of PAN to be submitted
5	Must have a minimum average turnover of 01 Cr. in the last 3 years i.e. FY 2021-22, 2022-23, 2023-24	Copy of the Audit Report from authorized CA to be submitted
6	ISO Certificate 9001:2015 (Quality Management System)	To be attached.
7	Bank Solvency	To be attached.
8	Experience	Should have experience in supplying these items to any Govt. Organization/ PSU
9	EMD Rs. 5,00,000/-	To be paid through Online
10	Tender Paper Cost Rs. 11,800/-	To be paid through Online
11	Profile of the organization.	Self-certified copy of the organization profile.

### **(C) Terms and Conditions**

1. The bidder should submit (self-attested) documentary proof in support of the above condition and shall also submit a clause-by-clause compliance certificate. The incomplete offers i.e. financial or technical bids for partial items instead of bidding for the whole list of requirements will be summarily rejected without any further correspondence.
2. The bidder must also submit an affidavit of assurance of no change in the quoted price for two-year.
3. Period of Contract- The tender for Supply of 80 Nos. of Tricycle & 40 Nos. Wheelbarrow to Rourkela Municipal Corporation from the date of commissioning, for which an agreement with the successful bidder shall be signed.
4. Submissions of Bids- The bidder must submit papers on-line with all required documents.
5. Evaluation of Bids
  - a. Tendering authority shall evaluate the bids in respect to the substantive responsiveness of the bid or otherwise. Tendering authority shall carry out a detailed evaluation of the substantially responded bids. Tendering authority shall check the bid to determine whether they are complete, in all respect or not.
  - b. Arithmetical error shall be rectified on the following basis.
    - i. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the bidder.
    - ii. In case of discrepancy between words and figures, the amount in words shall prevail.
  - c. If any bid is found substantially non-responsive shall be rejected by the evaluation committee.
  - d. Tendering Authority may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a material /service deviation.
  - e. Tendering Authority shall evaluate in detail and compare the substantially responsive bids.
  - f. The Financial bid will be opened only when a Bidder qualifies in the Technical Bid.**
  - g. The Shortlisted Agency quoting the lowest price bid shall be the preferred bidder.
  - h. The decision taken by the tender committee shall be final and binding to all participating bidders. It cannot be challenged in any court of law.
8. Termination of Default: Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the agency, terminate this contract in whole or in part.
  - a. If the agency fails to deliver any or all the services/goods within the time specified in the contract, or any extension thereof granted by Tendering Authority
  - b. If the agency fails to perform any other obligation (s) under the contract; and
  - c. If the agency, in either of the above circumstances, does not remedy his failure within 15 days (or such longer period as the competent authority may authorize in writing) after receipt of the default notice from Tendering Authority.

## 10. Payment and release of the Funds:

- i. Contractor shall raise bills total bill after delivery of the items in all aspects.

### **11. Custody of Materials**

The contractor shall be responsible for safe custody of his/her/their materials at the work sites and RMC will not be responsible for any loss or damage of the property at site, if required by bidder for assembling. There should not be any conflict of interest or relaxation/exoneration of responsibility of the contractor as per this Tender/Contract, on any account whatsoever, regarding the work(s)/material(s)/property, of RMC or of, any other agency/organization engaged/allowed by RMC, available/to be made available/going on/to be started, at or in Connection with the work, failing which RMC shall adopt any action deemed fit against the contractor with a view to continuing and complete the works. The portion or whole of the work executed by the contractor in connection with this contract shall remain in safe custody, watch & ward of the contractor till the same are handed over by the contractor to RMC in required shape and manner or till, RMC takes them over either unilaterally or as per this contract. Responsibility arising out of this safe custody, watch and ward till RMC declares/assumes its right over the same, shall lie with the contractor. No claim in this regard by the contractor shall be acceptable by RMC.

### **12. Supply of Materials**

- a) The contractor shall at his own expenses provide all materials required for the work. The materials supplied by the contractor shall conform to relevant latest specifications and Codes of Practices or in their absence to other specifications as may be decided by RMC. The contractor shall furnish necessary certificate(s) in support of the quality of the materials as may be required by RMC.
- b) RMC shall have absolute authority to test the quality of materials/Equipment at any time through any reputed laboratory at the cost of contractor. The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials. RMC shall have the right for removal from the work sites, of all specifications and in case of default, RMC shall be at liberty to sell such materials and/or to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials.

#### **1. Contractor to Provide and Facilitate Inspection, Safety Gear, etc.:**

- a) **Inspection:** RMC will have the right to inspect the work and can reject partly or

fully such construction/installation if found defective in its opinion.

## **2. Blacklisting**

A contractor may be blacklisted for: -

- a) Misbehavior/ threatening of Departmental & supervisory officers during execution of work/tendering process.
- b) Involvement in any sort of tender fixing.
- c) Constant non-achievement of milestones on insufficient and imaginary grounds and non- adherence to quality specifications despite being pointed out.
- d) Persistent and intentional violation of important conditions of contract.
- e) Security consideration of the State i.e., any action that jeopardizes the security of the state.
- f) Submission of False/ fabricated/ forged documents for consideration of a tender.

In case a contractor is blacklisted, it will be widely published and intimated to all Departments of Government and to Govt. of India Agencies working in the State.

## **Scope Of work**

The Scope of Work intends to define the work activities to be undertaken by the bidder. The Bidder is encouraged to use innovation when developing its proposal and propose revisions or alternatives that are considered beneficial to the project. Rourkela Municipal Corporation is seeking proposals for Supply of 100 Nos. of Tricycle & 110 Nos. Wheelbarrow to Rourkela Municipal Corporation. All the Components and sub-components shall be complied with the specified standards as per the indicative specification provided by RMC.

### **1. Specifications**

#### **Tricycle**

Sl. No.	Parameters	Requirements
1	Driving Mechanism	Pedestal Chain
2	Length of Tricycle (mm)	1500
2	Length of Cart (mm)	1500
3	Width of Cart (mm)	1000
4	Height of Cart (mm)	300
5	Number of Plastic Containers with lid and handle (Nos)	0
6	Material of the Container and Lid	Mild Steel
7	Material of Handle of container	VIRGIN HDPE
8	Loading Capacity of the Tricycle (Kg)	250
9	Frame Structure	Made of MS Tubes
10	Diameter of MS Tube (mm)	622 millimeters
11	Thickness of MS Tube (mm)	2 millimeters
12	Cart Frame Material	MS Angle of size 35 x 35 x 5 mm
13	Material of Bottom Plate of Cart	Mild steel plate
14	Thickness of Bottom Plate of Cart (mm)	2 millimeters
15	Holes in Bottom Plate of Cart	Having 12 mm diameter holes at 200 mm square Matrix
16	Lengthwise Number of Stiffeners below the Platform to support the MS Plate (Nos)	3
17	Width wise Number of Stiffeners below the Platform to support the MS Plate (Nos)	1
18	Stiffener Material	MS Angle of size 35 x 35 x 5 mm
19	Finish of Handle	Nickel and Chrome Plated
20	Finish of Chain Wheel	Nickel and Chrome Plated
21	Finish of Crank	Nickel and Chrome Plated
22	Front Rim Thickness (mm)	3 millimeters
23	Number of Front Wheel (Nos)	1
24	Type of Front Wheel	Puncher less Rubberized Wheel
25	Front Rim Diameter (mm)	700 millimeters
26	Front Rim Width (mm)	38 millimeters
27	Number of Spikes in Rear Wheel (Nos)	16
28	Diameter of Spike of Front Wheel (mm)	622 millimeters



29	Number of Rear Wheels (Nos)	2
30	Type of Rear Wheels	Puncher less Rubberized Wheel
31	Rear Rim Diameter (mm)	622 millimeters
32	Rear Rim Width (mm)	24 millimeters
33	Rear Rim Thickness (mm)	3.2 millimeters
34	Number of Spikes in Front Wheel (Nos)	16
35	Thickness of Spike in Rear Wheel (mm)	24 millimeters
36	Diameter/ Width of Spike in Rear Wheel (mm)	20 millimeters
37	Support Details of Rear Wheels	NA
38	Maximum Ash content of the container and Lid when tested	1
39	Pretreatment	Two coats of red oxide after phosphating before painting
40	Colour of the Frame	BLACK
41	Paint	Enameled Paint
42	Colour of the Cart	Green & Blue
43	Manufacturer 's Name Marked on the Tricycle	Yes
44	Year of Manufacturing Marked on the Tricycle	Yes
45	Finish of Rim	Nickel and Chrome Plated
46	Colour of the Container and Lid	Green
47	Bell	Yes
48	Two Reflectors at back	Yes
49	Type of Reflector	Plastic
50	Lock for locking the Tricycle	Yes
51	Tool Kit	Yes
52	First Aid Box	Yes
53	Tricycle Seat with Cover	Yes
54	Hangers for broom and wiper	Yes

### Wheelbarrow

Sl. No.	Parameters	Requirements
1	Description	G.I
2	Capacity	140 Liter (shall withstand a proof load of 470 Kg)
2	Hand Grips	Yes
3	Leg Support	Yes
4	Sheet Thickness	18 Gauge
5	Finish of Metal Parts	Galvanized
6	Wheel Material	Cast iron with solid or cushioned rubber tyre
7	Diameter of the wheel (mm)	600 millimeters
8	Nominal width of tyre (mm)	50 millimeters
9	Type of bearing / bush	Cast Iron bearing
10	Product Warranty (in Years)	1 year

### SPECIAL CONDITIONS OF THE CONTRACT

1. The stipulated date of commencement of the work shall be the date on which the agreement is signed/ executed/ drawn between RMC & the contractor.
2. The contractor shall not be entitled to any compensation on account of delay due to any natural calamity or labor unrest or non- availability of labor, theft of materials or any kind of force majeure situation, etc.
3. If the contractor could not achieve proportionate progress with respect to time, then RMC shall have the right to take any action deemed fit against the contractor as per the agreement including rescind of contract, levy of penalty, etc. In case of non-cooperation/deliberate delay either required quality and progress/unnecessary or uncalled for correspondence(s) embedded with condition(s)/instruction(s) not commensurate with the explicit condition(s) of the agreement by the contractor for the work, RMC shall not only have the right to rescind the contract but also to execute either the whole or balance portion of the work through any other mode, as deemed fit by RMC and the excess expenditure incurred, if any, for execution of the same, shall be recovered from the contractor resorting to the procedures deemed fit by RMC. **The employer (RMC) also reserves the right whether to respond or not to the correspondence(s)/queries of the contractor or any other organization/entity regarding this work and/or the conditions/ instructions associated with this work.**
4. The decision of RMC regarding the reasons for delay, if any, in completion of the work shall be final and binding on the contractor. If the Municipal Commissioner, RMC is not satisfied regarding the genuineness of delay for progress and/or completion of the work, then he/she may impose penalty upon the contractor.
5. RMC reserves the right, to make such increase or decrease in the quantities and/or items of the work which are considered necessary during execution. Such increase or decrease shall be at the discretion of RMC and in no case, shall validate the contract except the corresponding financial involvement admissible by/acceptable to RMC.
6. The actual date of completion of the work shall be noted/declared/notified/intimated by RMC and the same shall be binding upon the contractor.
7. The EMD, & Security Deposit(s) (SD) retained by RMC from the contractor's bill shall be considered for release subject to fulfillment of all the conditions of the RFP/ Agreement and after checking/scrutiny of the files and expenditures by Local Finance Audit and shall be subject to deductions/recovery of any amount(s) pointed out by Audit.

8. No interest will be paid by RMC on the EMD furnished by any bidder, on the Security deposit of the contractor and on the amount(s) to be withheld/deducted by RMC from the bill amount(s) if the contractor or upon delay in release of payment(s) or release of deposit(s) of the bidder(s)/contractor.
9. The quoted prices should be including of all applicable taxes, transportation, etc. and excluding of GST.
10. Bidder must submit a sample of the items before the last date of the tender or else the tender will be rejected.
11. EMD Exemption is not allowed.
12. Bidder should submit solvency certificate of nationalized bank.
13. The trolley of the tricycle should have horizontal partition for dry & wet Waste.
14. The waste carrying capacity must be divided in 60% for Dry Waste & 40% for Wet Waste for Tricycle.
15. Branding to be done by the bidder as per the instruction of the buyer.
16. The backdoor of the tricycle for unloading of waste must have fix locking system.

**The Quoted rate by the L1 bidder will be valid for a period of 01 Year and RMC may increase or decrease the Nos. of Wheelbarrow & Tricycle as per the requirement.**

**No claim in this regard in any manner by the contractor or any organization/ entity shall be entertained/ accepted by Municipal Commissioner, Rourkela Municipal Corporation.**

**FORMAT FOR COVERING LETTER FOR PROPOSAL SUBMISSION**

(On the Letterhead of the Bidder or Lead Member in case of a Consortium)

Date:

To,

The Commissioner  
Rourkela Municipal Corporation  
Udit Nagar, Rourkela-769012

Sub: "Tender for Supply of 100 Nos. of Tricycle & 110 Nos. Wheelbarrow to Rourkela Municipal Corporation".

Dear Sir,

Being duly authorized to represent and act on behalf of Lead Member (in case of consortium)/Sole Applicant. I, the undersigned, having reviewed and fully understood all the Proposal requirements and information provided hereby submit the Proposal for the Project referred above.

I am enclosing the Proposal (one original), with the details as per the requirements of this Tender, for your evaluation. The Proposal, including the Bid Security shall be valid for a period of 90 days from the Proposal Due Date and the Bid Security shall be valid up to 45 days beyond the proposal validity period.

Dated this .....Day of .....2025.

Name of the Lead Member/Person

Signature of the Authorized Person

.....

Name of the Authorized Person

.....

Designation of the Authorized Person

**TECHNICAL BID FORM**

(TO BE SUBMITTED SEPARATELY IN ENVELOPE – ‘A ‘)

1	Name of Bidder	
2	Name of the proprietor/Partner	
3	Address of the firm	
4	Telephone/ Fax No. Email ID	
5	Should not have defaulted/blacklisted by any Govt. Dept./PSU of India and there should not be any pending litigation against a bidder with the Central/State Government department.	
6	Agency Should be a proprietor / Partnership Firm/ Company/ MSME registered.	
7	Pan Number	
8	Photo copy of GST Registration Certificate	
9	Average Annual Turnover during the last preceding three Financial Years of Rs. 01 Crore in the form of C.A Certificate/ Audited Balance Sheet (attached photocopy)	
10	ISO Certificate 9001:2015 (Quality Management System)	
11	Bank Solvency	
12	Experience	
13	Details of Paper cost of Rs.11,800/-	To be paid online
14	Details of EMD of Rs.5,00,000/-	To be paid online

Note: Submission of documentary proof for the entire above Qualifying Requirement is mandatory. In case of absence of documentary proof, the bid is liable to be rejected. RMC may demand original documents for verification.

Date:

Place:

Authorized Signatory

Name \_\_\_\_\_

Designation \_\_\_\_\_

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL**

(On Non – judicial stamp paper of Rs. 100/- duly attested by a Notary Public)

**POWER OF ATTORNEY**

Know all men by these presents, we (name and address of the registered office of the Sole Applicant/ Lead Member/ Member) do hereby constitute, appoint and authorize Mr. / Ms. \_\_\_\_\_ R/o (name and address of residence) who is presently employed with us and holding the position of \_\_\_\_\_

as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the consortium consisting of, and (please state the name and address of the members of the consortium) for Supply of 100 Nos. of Tricycle & 110 Nos. Wheelbarrow to Rourkela Municipal Corporation (the “Project”), including signing and submission of all documents and providing information / responses to Rourkela Municipal Corporation representing us in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For (Signature)

(Name, Title and Address)

Accept

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

- To be executed by the Sole Applicant or all members including the Lead Member in case of a Consortium.
- The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).

**FORMATS FOR JOINT DEED AGREEMENTS**

(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

**FORM OF JOINT DEED AGREEMENT BETWEEN**

M/s....., M/s.....,AND M/s.....

For Supply of 100 Nos. of Tricycle & 110 Nos. Wheelbarrow to Rourkela Municipal Corporation(THE “PROJECT”)

THIS Joint Deed Agreement executed on this ..... day of .....2025 between M/s. ....a company incorporated under the laws of ..... and having its Registered Office at ..... (herein after called the "Partner-1", which expression shall include its successors, executors and permitted assigns) and M/s. .... a Company incorporated under the laws of ..... and having its Registered Office at .....(hereinafter called the "Partner-2", which expression shall include its successors, executors and permitted assigns) and M/s. .... a Company incorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Partner-3", which expression shall include its successors, executors and permitted assigns), (The Bidder Consortium should list the details of all the Consortium Members) for the purpose of making a Bid and entering into an Agreement (in case of award) to be hereinafter referred to as the Operation Agreement, against Bid Document No. (.....) for Supply of 100 Nos. of Tricycle & 110 Nos. Wheelbarrow to Rourkela Municipal Corporation (the “Project”) and having its Registered Office at Uditnagar, Rourkela- 769012 (hereinafter called the “Authority”).

WHEREAS, the Authority had invited Proposal vide its Tender dated \_\_\_\_\_

AND WHEREAS the Tender document stipulates that the Bidders qualifying on the strength of a Bidding Consortium will have to submit a legally enforceable Joint Deed Agreement in a format specified by the Authority wherein the Consortium Members have to commit equity investment of a specific percentage in the envisaged Project.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the partners in this Consortium do hereby mutually agree as follows:

1. In consideration of the Award of the Contract(s) by the RMC to the Consortium, we the Members of the Consortium and partners to the Joint Deed Agreement do hereby unequivocally agree that partner (1) (M/s .....), shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of Partner-2 and Partner-3 (the names of the partners to be filled in here).

2. The Lead Member is hereby authorized by the Members of Consortium and Partners to the Joint Deed Agreement to bind the Consortium and receive instructions for and on their behalf. It is further understood that the entire execution of the Contract including payment shall be done exclusively by the Lead Member.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members, i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective equity obligations. Each Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the "issued equity share capital of the Project Company" (if such a company is to be established) is/shall be in the following proportion: (if applicable).

Name	Percentage
Partner 1	_____
Partner 2	_____
Total	100%

6. The Lead Member shall inter alia undertake full responsibility for liaising with Lenders and mobilizing debt resources for the Project, achieving financial closure on behalf of the Bidding Consortium.
7. In case of any breach of any of the equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of Lead Member shall, not be limited in any way to restrict or limit its liabilities. The Lead Member shall be liable irrespective of their scope of work or financial commitments.
10. This Joint Deed Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at Rourkela alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
11. It is hereby agreed that in case of an award of Contract, the partners to this Joint Deed Agreement do hereby agree that they shall furnish the Performance



Guarantee in favour of Rourkela Municipal Corporation (RMC), as stipulated in the bidding documents, jointly, on behalf of the Consortium Members, in favour of the RMC.

- 12. It is further expressly agreed that the Joint Deed Agreement shall be irrevocable and shall form an integral part of the Contract and shall remain valid till the term of the Contract unless expressly agreed to the contrary by the RMC.
- 13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in Bid to the RFP and for the purposes of the Project.
- 14. It is hereby expressly understood between the partners to this Agreement that neither partner may assign or delegate its rights, duties or obligations under the Contract except with prior written consent of RMC.

This Joint Deed Agreement

- A. has been duly executed and delivered on behalf of each Partner hereto and constitutes the legal, valid, binding and enforceable obligation of each such Partner,
- B. sets forth the entire understanding of the Partners hereto with respect to the subject matter hereof;
- C. may not be amended or modified except in writing signed by each of the Partners and with prior written consent of RMC.

IN WITNESS WHEREOF, the partners to the joint Deed Agreement have, through their authorized representatives, executed these present and affixed Common Seals of their respective companies on the Day, Month and Year first mentioned above.

For M/s .....

(Partner 1)

1. Common Seal of M/s .....

.....

(Signature of the authorized representative)

have been affixed in my/ our presence pursuant to Board/Board of Directors Resolution

Name .....

dated

Signature.....

Designation .....

For M/s .....

(Partner 2)

2. Common Seal of M/s .....

.....

(Signature of the authorized representative)

have been affixed in my/ our presence pursuant to Board/Board of Directors Resolution

Name .....

dated

Signature .....

Designation.....

**Format of Disclosure**

**[On the letter head of bidding Company/Each Member in a Bidding Consortium]**  
Disclosure

We hereby declare that the following companies with which we/have direct or indirect relationship are also separately participating in this Bid process as per following details:

Sl. No	Name of the Company	Relationship

In case there is no such company in the column “name of the company” write “Nil”.

Further we confirm that we don't have any Conflict of Interest with any other company participating in this bid process.

Signature of

Chief Executive Officer/ Managing Director

The above disclosure should be signed and certified as true by the Chief Executive Officer/ Managing Director being full time Director Bidding Company or Member, in case of a Consortium.

**Format for Affidavit for Non-criminality**

(In case of Consortium to be given separately by each member)

(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

1. I, the undersigned, do hereby certify that all the statements made in our proposal are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s ..... nor any of its directors/constituent partners have abandoned any work on Municipal Waste Management in India or any contract awarded to us for such works have been terminated for reasons attributed to us, during last five years prior to the date of this application.
3. The undersigned also hereby certifies that neither our firm M/s ..... nor any of our consortium partner namely M/s ..... & M/s ..... have abandoned any contract/ work of RMC or Govt. of Odisha and or blacklisted by any State/ Central Govt. agencies in participating from any bidding/ tendering process.
4. The undersigned hereby authorize(s) and request(s) any bank, person, firm or Corporation to furnish pertinent information deemed necessary and requested by RMC to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the RMC.

Signed by an authorized Officer of the Company/firm

Title of Officer

Name of Company/Firm

Date

**FORMAT FOR ANTI-COLLUSION CERTIFICATE**

(On the letter head of the Lead Member / Sole Applicant)

**ANTI-COLLUSION CERTIFICATE**

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

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

Date this .....Day of 2022.

Name of the Bidder

Signature of the Authorized Person

Name of the Authorized Person

Note:

To be executed by lead member, in case of a Consortium